

# The Solicitors Journal.

LONDON, MAY 1, 1886.

## CURRENT TOPICS.

WE ARE GLAD to learn that Mr. Justice PEARSON, who recently underwent a painful operation, is progressing favourably, and his medical attendants anticipate that in the course of two or three days he will be out of danger.

THE CAUSE LIST for the Easter Sittings of the Court of Appeal was not published at the time of our going to press, and will probably not be in the hands of the profession before Monday next. The continuous work of the two divisions of the court has had the effect of materially reducing the appeals remaining to be heard. From the Chancery Division there are 89 appeals as compared with 131 at the last sittings, from the Queen's Bench Division there are 78 as compared with 85, from the Chancery of the County Palatine of Lancaster 5 as compared with 15, and there are 9 Admiralty appeals and 3 Bankruptcy appeals as compared with 11 and 7 respectively at the last sittings. The whole appeal list comprises 184 cases as against 249 at the Hilary Sittings, 1886, and 320 a year ago.

THE CAUSE LISTS of the five judges of the Chancery Division will exhibit no great difference in point of numbers from those of the last sittings. Vice-Chancellor BACON has a total of 108 cases; Mr. Justice KAY, 153; Mr. Justice CHITTY, 154; Mr. Justice PEARSON, 190; and Mr. Justice NORTH, 64; making a total of 669, as compared with 675 at the Hilary Sittings, 1886.

WE HAVE on several occasions called attention to the inconvenience of transfers of actions to Mr. Justice NORTH being made at a time when his list is almost exhausted. The approaching Easter Sittings are very short and comprise only thirty-four working days, but, although it cannot be predicted that the learned judge will, during that period, dispose of the whole of the sixty-four actions remaining in his list, it is tolerably clear that, if he should delay accepting a transfer for many weeks, sufficient notice will not be given to those whose duty it is to be ready when newly-transferred actions come on for trial.

THE NEW SCALE of costs in actions and matters in county courts, which came into operation on Wednesday last, represents the result of a long struggle between the practical convenience of suitors and the theoretical notion that the intervention of legal advisers ought not to be encouraged. The County Court Commissioners, 1855, while admitting that the fees awarded by statute were too small adequately to compensate legal practitioners in cases of real difficulty, reported against any general allowance of professional costs, or the allowance of any greater amount of such costs, or the increase of the exceptions in which they were allowed. But the wishes and convenience of suitors have overborne the notion to which we have alluded, and the County Courts (Costs and Salaries) Act, 1882, enabled the judge to award costs on the higher scale to the plaintiff "on any amount recovered, however small," and to the successful defendant in an action brought "for any amount, however small," provided the judge certifies that the action involves some novel or difficult question of law, or the question litigated is of importance to some class or body of persons, or of general or public interest. We have now provided a scale of costs of a most elaborate

description. There is, in the first place, a lower scale in actions and matters where the amount recovered exceeds £2 and does not exceed £10, divided, like the old scale, into actions below £5 and actions above £5 and below £10. Several changes in the fees in this scale will be noted. The costs, where the subject-matter or the sum recovered exceeds £10, are now regulated by three scales according (A.) as the subject-matter or amount exceeds £10 and does not exceed £20; (B.) exceeds £20 and does not exceed £100; and (C.) exceeds £100. It would be tedious and useless to go through the items in the scales, the changes in, and additions to, which are so extensive as to make comparison with the previous scales of little value. The total items of costs to be entered on ordinary summonses range from 14s. 2d. where the amount sought to be recovered exceeds £10 and does not exceed £20 and the claim is for a debt or liquidated demand, to £1 18s. 6d. where the amount sought to be recovered exceeds £100 and the claim is not for a debt or liquidated demand.

VICE-CHANCELLOR BACON's decision in *Whiteley v. Learoyd* (34 W. R. 450) is, in one respect, of serious import to trustees. The action was brought to make trustees responsible for a trust sum alleged to have been invested on improper securities. The trustees were authorized to invest in "real securities in England or Wales," and they had invested £3,500 on mortgage of a freehold brickyard, buildings, and machinery, and about ten acres of land containing beds of clay and coal. The property was reported on by an experienced surveyor before the mortgage was taken, who stated that he considered it a good security for the £3,500, and there was evidence that the mortgagors had given £6,000 for the property, and had spent £3,000 upon it before the date of the mortgage. The learned Vice-Chancellor held that, although the money was advanced on the security of freehold land and buildings, the advance was, in fact, on the security of a trade, and that such an advance was not an advance on "real securities" within the investment clause. The decision appears to be somewhat startling. We are aware of the cases relating to the amount of the advance which should be made by trustees on trade property; but, apart from this question, we are not aware of any reported case in which trustees have been fixed with the loss occasioned by an investment on mortgage on the mere ground that the mortgage is of freehold property used in trade. There is no doubt a dictum in *Royds v. Royds* (14 Beav. 54) which tends to support the Vice-Chancellor's view; but in *Oxley v. Searth* (51 L. T. N. S. 692) Mr. Justice PEARSON refused to fix with liability trustees who had invested trust funds on mortgage of freehold and leasehold brickfields and plant. But the reasons given by the learned Vice-Chancellor for his decision seem rather to point to the circumstance that the trustees made too large an advance, and estimated the value of the property as a going concern. He is reported to have said that "the fact that none of the buildings on the land are of any available value apart from the business must be taken into consideration; you cannot pull them down and remove them to another place, nor use them in any other way. What remains of the surface is not of any use for agricultural purposes. Giving the trustees credit for the best motives, was it reasonable thus to invest money on trade which they could never hope to see again unless the trade proved profitable? . . . Were the trustees, giving them credit for good intentions, justified in lending so large a sum of money without a certain, clear prospect, by legal proceedings or otherwise, of getting it back again, and I do not see that they had the slightest chance of it?" Still, even taking the decision to be that trustees ought to take the value of trade property as being its value considered as mere buildings or land available for any purpose, it amounts to a practical prohibition of mortgages by trustees on trade property, for in most cases the value of such property for general purposes, apart from the trade, will be almost nil.

THE CASE of *Tucker v. Collinson* (34 W. R. 354, L. R. 6 Q. B. D. 562) is one of some interest to persons suing as paupers, and also to counsel and solicitors. In that case the plaintiff, who had been admitted to sue *in formâ pauperis*, appearing in person in support of an appeal against an order staying proceedings in the action as frivolous, the somewhat strong proposition was put forward by the counsel for the defendants that a plaintiff suing *in formâ pauperis* could never be heard in person, but only through counsel, whom, on application, the court must assign to him. We are glad to find that the Court of Appeal negated this contention. Lord ESHER, M.R., pointed out that where the court were of opinion that the claim was frivolous, it would really amount to oppression to compel a counsel or solicitor to act for the plaintiff gratuitously. The rule which enables the court to assign a counsel or solicitor provides that he shall not be at liberty to refuse his assistance, unless he satisfies the court or a judge of some good reason for refusing. This, in itself, is rather an arbitrary provision in a free country, and, unless administered with moderation, it would really be intolerable. We should very much like to hear what some of the leaders of the bar or leading solicitors would say about it if they were assigned under this rule. Of course, it will be said that it was never intended that such persons should be selected but those who had not much to do; but, on the other hand, why should the obligation to undertake a thankless office gratuitously, be thrust on those to whom their profession is not bringing great gains? But, however this may be, it would be altogether outrageous that any crackbrained litigious person who had managed to get leave to sue as a pauper should be entitled, as of right, to the services of counsel and solicitor gratuitously, in order to support a frivolous claim. It will be said that there is sufficient protection afforded against frivolous litigation by persons as paupers by the provision of the rules which provides that there must be an opinion of counsel on the case, and an affidavit verifying the facts laid before the judge to whom application is made to grant leave to sue as a pauper. No doubt a counsel who knowingly and voluntarily undertakes to express an opinion in favour of a pauper cannot complain much if he is afterwards assigned, but it does not follow that he would know that the party was intending to sue *in formâ pauperis* when he wrote the opinion, which might apparently come to him in the ordinary way; and, with regard to the necessity for leave to sue as a pauper, practical experience shews that a judge is often not unnaturally unwilling to shut a litigant entirely out from bringing his case before the court. Unfortunately the result of the recent decision is that the courts may have their time wasted, to some extent, by useless arguments from plaintiffs in person suing *in formâ pauperis*. But a considerable nuisance is, from time to time, occasioned by litigants in person who do not appear *in formâ pauperis*, and, perhaps, the addition of a few who do will not much increase it.

THE PRINCIPLE on which Mr. Justice PEARSON acted in the case of *Jenner-Fust v. Needham* (*ante*, p. 271) was adopted by the Court of Appeal last week (*ante*, p. 418). It is that rents received between the date of the chief clerk's certificate in a foreclosure action and the day appointed for payment belong to the mortgagor, and it makes no difference whether they are in the hands of the mortgagee in possession or of a receiver appointed by the court; they must, in either case, be accounted for and treated as in reduction of the amount found due by the chief clerk's certificate. The Court of Appeal made suggestions for a new practice to be adopted in these cases. Where there are rents in the hands of the receiver it was suggested that, instead of treating the account as opened, if the mortgagee would consent to waive his claim for further interest, an affidavit should be made shewing the amount in hand and the balance remaining after deducting that amount from the sum mentioned in the chief clerk's certificate, and then the plaintiff should move the court, on notice, for an order for payment of that balance at a short date, say a week, or in default, that the mortgagor should be foreclosed. This plan might, no doubt, be made to work, so as to give a good title to the mortgagee, and it will not require any rule of court to support it. In such a case as *Higgins v. Kirkpatrick* (*ante*, p. 418), where, under similar circumstances, there were several mortgagees, the Court of Appeal indicated, as an alternative, that if the

money were left in the hands of the receiver it could, after the first foreclosure, be taken into account at the subsequent stages. The principle having been laid down that the rents belong to the mortgagor, we shall not again hear of applications at chambers after foreclosure absolute for discharge of the receiver and payment of his balance to the mortgagee.

A CORRESPONDENT has favoured us with a copy of an opinion given by the Council of the Incorporated Law Society on the 17th April with regard to the costs of an agreement for a lease having appended thereto a scheduled form of lease, and of a lease granted in pursuance of such agreement. The lessee in the agreement expressly agreed "to pay the costs, charges, and expenses of and attending these presents and the lease and counterpart," and there was a provision in the agreement that it should not operate as a demise. The Council were of opinion that the lessor's solicitor should be paid for the preparation of the agreement for the lease and for drawing and copying the scheduled form of lease under schedule II. of the Remuneration Order, and for the lease and counterpart under the scale in schedule 1, part 2, a deduction being made in respect of what was previously charged for the scheduled form of lease. This view is in accordance with an opinion given by the Council on February 5, 1885, under a similar state of facts (*Supplemental Digest*, No. 128), in which the Council distinguish *Re Hickley and Steward* (29 SOLICITORS' JOURNAL, 222), on the ground, pointed out by us at the time, that the agreement in that case was made before the scale came into operation. We apprehend that Mr. Justice PEARSON's decision in *Re Emanuel and Simmonds*, on which we commented last week, upsets these opinions, unless the express stipulation as to paying the costs of the agreement should be held to be sufficiently definite to include separate costs for the agreement, which appears to be doubtful.

## HIRE-PURCHASE AGREEMENTS AND THE BILLS OF SALE ACTS.

### I.

Most people have heard of what is known as the "Hire-Purchase System." Dealer A. lets a piano to customer B. for three years, at a rent of £15 per annum, with a stipulation that, if the rent be duly paid, the piano shall, on the expiration of the term, belong to B. In a similar way the sempstress may become owner of a sewing machine, the householder of furniture—the essential element in all these arrangements being that the letter in the first instance retains the property in, although he parts with the possession of, the goods let, whilst the hirer, although he is only originally entitled to the possession of, may yet acquire the property in, those goods on payment of the stipulated instalments of rent. Articles let out on hire in the way just described may have originally belonged either to the letter or to the hirer, for there is nothing to prevent A. from first selling or otherwise disposing of his effects to B., and then taking back the same effects from B. on hire. A transaction of the latter description may be termed a complex hiring agreement in opposition to a mere case of hire from the original owner, which may be styled a simple hiring agreement. Of complex hiring agreements there are two kinds—(1) absolute hiring agreements, or agreements which consist of a *bonâ fide* sale and a *bonâ fide* letting on the hire system; (2) loan-hiring agreements, or agreements which in form constitute a sale and letting, but in fact amount to a mortgage or other security on property. Thus, suppose a man to dispose of his carriage for £300, and at the same time agree to hire the carriage from the person to whom the disposition is made at a rent of £70 per annum, with a condition that the carriage should again be his if he rented and paid for the same for five years; this would be an absolute or a loan hiring agreement, according to circumstances. If the disposition be a sale to a job master, and the rent is to be paid for the use of the carriage and for the option of repurchase, there would be strong evidence of an absolute hiring agreement; if, on the other hand, the disposition be a sale to a money-lender, and the rent is to be paid as an instalment of the price of the carriage and interest



thereon, the evidence would point to a loan hiring agreement—the object and intention of the parties determining the legal effect of ostensibly the same set of facts.

Such, then, being the several kinds of hire-purchase agreements, the question arises, Are all or any of these agreements obnoxious to the Bills of Sale Acts, 1878 and 1882? As those Acts have no application to transactions which are purely verbal (*Marsden v. Meadows*, 29 W. R. 818, L. R. 7 Q. B. D. 86, *per* Bramwell, L.J.; *Cookson v. Swire*, 33 W. R. 183, 184, L. R. 9 App. Cas. 663, *per* Lord Selborne, C.), we shall assume that the agreements with which we propose to deal are in writing; let us accordingly take each class of hiring agreement separately.

To begin, then, with simple hiring agreements; there is no difficulty in saying that such agreements are not amenable to the Act of 1882, for the scope of that Act is, by its third section, limited to instruments given by way of security for the payment of money. Neither do such agreements appear to be within the Act of 1878; to be at all within that Act the agreements must fall within the meaning of "bills of sale" as defined by section 4. Section 4, so far as material, is as follows:—"The expression 'bill of sale' shall include bills of sale, assignments, transfers, declarations of trusts without transfer, inventories of goods with receipt thereto attached, or receipts for purchase-moneys of goods, and other assurances of personal chattels, and also powers of attorney, authorities or licences to take possession of personal chattels as security for any debt, and also any agreement, whether intended or not to be followed by the execution of any other instrument, by which a right in equity to any personal chattels, or to any charge or security thereon, shall be conferred." The instruments here enumerated may, we think, be classified under three heads—viz., (1) Absolute assurances, or instruments transferring *per se* a legal or equitable ownership, comprising the subjects specified in the section down to and inclusive of "other assurances of personal chattels"; (2) Powers of obtaining legal possession as security for a debt; (3) Agreements conferring equitable rights without actual dominion. Under none of these heads does a simple hiring agreement appear to fall; it certainly does not fall under (2), for the right to resume possession conferred by a hiring agreement is not given by way of security for a debt, but springs from an ownership which was never divested; still less does it fall under (3), for simple hiring agreements deal with rights of a legal, not of an equitable nature; finally, the only way in which it could fall under (1) is by being brought within the phrase "other assurances of personal chattels," but this phrase must, according to the ordinary rule of construction, be confined to instruments *ejusdem generis* with those mentioned in the earlier part of the section, and all of these, we submit, transfer an immediate ownership or dominion, whether by way of absolute property or by way of mortgage—inconsistent with the essential nature of a hiring agreement. In *Ex parte Emerson, Re Hawkins* (20 W. R. 110), which was a simple hiring agreement of furniture, and in *Ex parte Orme, Re A. W. Lloyd* (38 L. T. 328), where a billiard table having been sold by Orme to Lloyd—the price to be paid by certain instalments—it was subsequently agreed, as the instalments were not regularly paid, that Orme should let the table to Lloyd at a certain rent, and that, on payment of all the specified rent, the agreement should be void, Bacon, V.C., held that the Bills of Sale Act, 1854, had no application; and in *North Central Waggon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (34 W. R. 432) the same learned judge puts the case of a simple hiring agreement, and intimates that it is not a bill of sale under the Acts of 1878 and 1882.

Assuming, however, that a simple hiring agreement answers to the definition of a bill of sale in section 4, still it would not be within the Act of 1878 for any practical purpose. In fact, there are only two classes of persons who could seek to impugn a hiring agreement for mere non-compliance with that Act, and they are the trustees in bankruptcy or execution creditors either of the letter on the one hand or of the hirer on the other hand. In neither case could the Act be successfully invoked—not on behalf of those claiming under the letter, because the chattels comprised in the agreement are not in his possession or apparent possession, in which event alone the Act comes into play under section 8; not on behalf of those claiming under the hirer, because the chattels in question do not belong to him, as under the same section 8 they must do if they are to be affected by the Act. "It appears to me that the agreement was not a bill of sale by Robertson" (the

hirer) "who is the person by whom a bill of sale must have been executed if it is to be hit by the Bills of Sale Act. Robertson never had any property in the goods" (*Ex parte Crawcour, Re Robertson*, 26 W. R. 734, L. R. 9 Ch. D. 443, *per* Jessel, M.R.). Thus, for all practical purposes, a simple hiring agreement is as little within the Act of 1878 as within the Act of 1882.

Turning, next, to complex hiring agreements, and beginning with the class thereof which we have styled loan-hiring agreements, a distinction must, we conceive, be taken between cases in which the only instrument employed is a simple hiring agreement, the rest of the transaction being accomplished by word of mouth, and cases in which the whole transaction—i.e., the terms of sale, as well as of hiring—are reduced to writing. Cases of the latter description, it may be conceded, are within the letter, as well as the spirit, of the Acts of 1878 and 1882, the language of section 4 of the earlier Act, above quoted, being sufficiently sweeping to embrace almost any instrument which is operative as a transfer on the sale of chattels or as a record of the transaction, although, as we shall hereafter see, it is sometimes an extremely difficult thing to distinguish a loan hiring from an absolute hiring agreement. Confining our attention, therefore, to cases where the only ostensible instrument is a simple hiring agreement, the terms of sale, &c., being previously carried out by word of mouth, the question we have to consider may be put in concrete form as follows:—Supposing there be a verbal sale of A.'s furniture to B., and payment of the purchase-money—say £300—by B. to A., and then a contemporaneous or subsequent written agreement that B. shall let and A. shall hire the same furniture at £105 per annum, with a stipulation that the property shall pass to A. in case the rent shall be paid to B. for three years—is such agreement within the Bills of Sale Acts, it being assumed that the real object of the parties is to effect a secured loan? About one part of the answer no one can hesitate; the transaction is as clearly within the spirit of those Acts as any matter can well be conceived to be; the point, however, cannot be disposed of by reference to the presumed intention of the Legislature, but must be determined on the words of the statute. First, then, is the agreement a "bill of sale" within the Act of 1878? If it be not such a bill of sale, it cannot, of course, be within the Act of 1882, which, at most, only applies to a species of instruments included in the earlier Act. To determine whether the agreement is such a bill of sale we must go back to the previously quoted interpretation clause—viz., section 4; referring to that section and to our remarks thereon, it would seem that such an agreement can only be a bill of sale by falling under the second or third heads of our analysis of the section. Now the form of agreement we have given does not contain any power to take possession, it, therefore, does not fall under the second of those heads; nor does it confer merely equitable but ostensibly only legal rights; therefore, although equity will declare that to be a mortgage which is so in substance, still we fail to see how a hiring agreement can be brought under the third of those heads as being an agreement conferring mere equitable rights. Hence, it appears to us that a loan-hiring agreement in the particular form above given cannot be brought under any of the classes of bills of sale spoken of in section 4, and cannot, therefore, be within either of the Acts of 1878 or 1882.

In most cases, however, of the hire system of agreement there is a proviso enabling the letter to take possession on the hirer's default in payment of the rent, and a loan-hiring agreement containing such a proviso is unquestionably a bill of sale under the second head of our analysis of section 4 of the Act of 1878, supposing such proviso can be construed to be a "security for any debt" (*Ex parte Parsons, Re Townsend*, 34 W. R. 183, 329, L. R. 16 Q. B. D. 532). So far as express language goes, it certainly does not appear that such a proviso answers to that description, at least, so far as the principal of the sum advanced is concerned, although it might, at first sight, seem to do so as regards the rent reserved, just in the same way as a proviso or condition for re-entry on non-payment of rent contained in a lease of land may, in a popular sense, be said to be a security for the rent. But, even in this modified sense, the proviso in a loan-hiring agreement does not *per se* appear to be a security within the section, for to admit it to be so here must lead to its being likewise admitted to be so in the case of a simple hiring agreement, and this, according to the current of judicial *dicta*, if not of actual decision, it cer-

tainly is not. It may, however, be argued that a proviso for taking possession is a security for a debt wherever a court of equity would decree the loan-hiring agreement in which it is contained to be, in fact, part of a mortgage transaction, but it is extremely difficult to accept that contention where such agreement is the only document in question, inasmuch as the Bills of Sale Acts seem only to contemplate certain assurances of a purely documentary character, and no hiring agreement, as we have already shewn, is, on its face, within the class of such assurances. No reported authority or *dictum* in support of the contention to which we have just adverted can, we believe, be found; in all the cases in which a hiring agreement has been held to be within the Bills of Sale Acts there existed, so far as our researches have gone, some other document which, either by itself or when coupled with such agreement, constituted an assurance within those Acts. We propose next week to draw attention to some of these cases.

## THE CROWN OFFICE RULES, 1886.

### III.

The practice with regard to the issuing of writs of *habeas corpus* is now, for the first time, set out in well-defined rules; hitherto it could only be gathered from the practice cases in the reports. The new Rules are simply declaratory of what the practice has grown to be of recent years. Under the old practice of the Court of Queen's Bench every application for a writ of *habeas corpus ad subjiciendum* for the purpose of discharging persons out of illegal custody was required to be made to the court in term time. Under the new Rules the application may be made either to the court or a judge, except in extradition cases, when it must, during the sittings, be made to a divisional court. This, however, has been the practice for some years, but in cases dealing with the custody of children, the court usually requires the application in the first instance to be made to a judge at chambers. The application for other writs of *habeas corpus*, such as *ad respondendum*, *ad testificandum*, or *ad deliberandum*, and *recipias*, must always be made to a judge at chambers.

Before the Judicature Acts, when the Court of Queen's Bench directed a writ of attachment to issue, whether in respect of proceedings on the civil side or Crown side, the writ issued from the Crown Office, contempt being treated as in the nature of a criminal matter, and the procedure was the same in all cases. The Rules under the Judicature Acts altered the practice on the civil side, and assimilated it to that which had theretofore been in force in the Chancery Courts. Since the Judicature Acts the writ no longer issues from the Crown Office, except in cases on the Crown side, and the practice on the two sides of the court is now entirely different. That on the Crown side is continued in the same form as before the Judicature Acts. The writ can only be granted by the court, and not by a judge at chambers. It must be moved by motion for an order *nisi*. When it has been granted, and the person in contempt has been arrested, he must be brought before a divisional court to be sworn to answer interrogatories, when he may be liberated on bail pending the subsequent proceedings. The prosecutor must then file interrogatories, and the defendant answers them before the Queen's coroner and attorney or the master of the Crown Office. The master then reports to the court in the presence of the defendant, who must be in court for that purpose, and, if the master reports the defendant in contempt, the court may thereupon proceed to pass sentence for the offence of fine or imprisonment, or both.

The practice with regard to writs *de contumace capiendo* and *excommunicato* remains unaltered, except that it appears to be no longer necessary to inrol the writ, as hitherto required.

There are rules dealing with articles of the peace, but they effect no change in the practice. Hawkins, in his Pleas of the Crown, says:—"Wherever a person has just fear that another will burn his house, or do him a corporal hurt—as by killing or beating him—or that he will procure others to do so, he may demand surety of the peace against him. So, if another threaten to imprison him (without any legal ground for it), he may demand surety of the peace against him; for every unlawful imprisonment is an assault and wrong to the party imprisoned" (1 Hawk., c. 60, s. 6). The Act 21 Jac. I., c. 8, provides that process of the peace or good behaviour to be granted or awarded out of the Chancery Courts or King's Bench shall be void and of none effect unless granted or awarded in open court, and rule 280 directs that the application shall be made *ex parte* to a divisional court by motion for an order absolute in the first instance. These applications have of late years become very rare in the superior courts, all such matters being usually taken before justices of the peace; but a peer or peeress cannot be bound over in any other place than the Chancery or Queen's Bench Divisions (4 Black. Com. 253).

Motions on the Crown side, with some few exceptions of an interlocutory nature, are still required to be made by way of order *nisi*, more familiarly known, up to the present time, under the appellation of "rule *nisi*." The old term "rule," as used for this purpose, is abolished, and the word "order" substituted. On the civil side of the court there has of late years been a general onslaught upon rules *nisi*, and upon that side of the court they are now all but extinct. On the Crown side, on the other hand, we find them still surviving. Rule 254, directing that, except as may be otherwise provided by these rules, all applications on the Crown side shall be made by way of motion to a divisional court for an order *nisi*, and, in addition thereto, under each separate head a special provision is to be found to the same effect. No doubt the abolition of rules *nisi* on the civil side has resulted in a great economy of the time of the Divisional Courts, but there are many reasons why they should be retained on the Crown side. On the civil side, nearly all the motions are of an interlocutory nature arising out of actions in which the litigants are already before the court, and consequently no great hardship can be imposed upon either side being called upon to shew cause upon a notice of motion. But, on the Crown side, by far the greater number of applications are of an originating character—so far, at least, as the superior court is concerned—whereby the parties are sought for the first time to be brought before the court. In magisterial cases great hardships might be occasioned if, by a simple notice of motion, parties might be called upon to defend the proceedings of justices, especially where one or other might, as is frequently the case, be a poor person altogether without the means of obtaining legal assistance. It is obvious in such cases the practice of allowing applications by notice of motion would be open to great abuse. Certain motions under rule 255, such as for enlargement of time, stay, security, &c., are to be made on notice of motion and brought on for hearing as if they were *ex parte* motions, without being entered in the Crown paper. Hand motions and side bar rules are abolished. Hand motions were applications for rules drawn up at the office upon production of a half-guinea brief signed by counsel without motion in court. Side bar rules were obtained upon the application of the solicitors at the office as a matter of course. In their place a list is given in rule 252 of matters in which orders of course may be drawn up at the Crown Office without any motion for the same. R. S. C., 1883, LII. (Motions), is applied as far as it is applicable to all civil proceedings on the Crown side, but as there are eleven rules (250 to 260) dealing very fully with motions in all proceedings on the Crown side, the application of that order will be very limited.

As was previously done in 1880 and 1883, costs in civil proceedings are provided for by the application of R. S. C., 1883, LXV. The taxation of costs in criminal proceedings is assimilated to other taxations by the application of R. S. C., 1883, LXV., 27. There is no general provision for awarding costs in criminal cases, and it is only under the provisions of some particular Acts that they can be obtained.

Execution is one of the instances in which the proceedings are classified as civil or criminal. Certain rules are provided for criminal proceedings, and R. S. C., 1883, XLII. (Execution), is applied to civil proceedings. But, as all the rules applied to criminal proceedings are taken from order XLII., the broad result is that the practice with regard to execution on the Crown side is assimilated to the general practice in other matters under the Judicature Acts and Rules.

The business in relation to matters transacted at chambers on the Crown side has hitherto been performed by the officials in the Summons and Order Department with the ordinary work at chambers. It will, for the future, be conducted in the Crown Office, pursuant to rule 304. This change is a beneficial one, as the officials in the Crown Office, from the nature of their duties, must necessarily be more familiar with the work.

The forms, numbering over 200, though possibly little more than a reproduction of those which have long been in use, with the necessary alterations consequent upon the many changes brought about of late years, appear to be exceedingly well prepared.

In this summary we have endeavoured to succinctly direct attention to the various provisions of the rules and to point out the principal changes effected. Those changes, it will have been seen, are remarkably few; but the consolidation of the practice in a complete code, such as these rules present, cannot fail to be found of immense advantage to members of the bar practising on the Crown side and to solicitors having business to transact in the Crown Office.

The *Central Law Journal* says:—"A strange story comes to us from Georgia through a daily newspaper. A lawyer, who had lost his cause, was so impressed by the supernatural ignorance and stupidity (as he considered it) of the presiding judge, that he made the appropriate affidavit, and sought to procure an inquisition of lunacy upon that magistrate. The application was refused, however, and the judge, it is said, will return the compliment by issuing an attachment for contempt."



## CORRESPONDENCE.

## THE SOLICITOR-TRUSTEE.

[To the Editor of the Solicitors' Journal.]

Sir,—In the case of *Re Barber*, reported in the SOLICITORS' JOURNAL of January 23, Mr. Justice Chitty decided that the direction to a solicitor-trustee to charge for professional services is a "beneficial interest" within section 15 of the Wills Act. The profit arising from those services is, therefore, a legacy, with all the incidents attaching to it. In the great majority of cases the solicitor-trustee is a stranger in blood, and so liable to ten per cent duty.

With a falling revenue the authorities at Somerset House will surely not be slow to take advantage of the source of income which the recent exposition of the law has opened to them. Solicitor-trustees must be prepared for a raid upon them. Will the penalties for non-payment of legacy duties be enforced? Why should they not be? *Ignorantia juris non excusat*. The clerks in the Legacy and Succession Duty Department are a very acute and intelligent set of persons, but the science of costs is not within the scope of their employment. A staff of taxing masters will probably have to be appointed, and, *mirabile dictu*, they will be expected to tax up instead of down. A solicitor-trustee has generally been a personal friend of the testator who appointed him, and he would certainly be disposed to be lenient in the charges he makes against the estate. But under the altered state of things he will find himself in an awkward dilemma. If he does not make a full charge he will feel that he is robbing the Government of legacy duty, and, moreover, he will remember that he has to face the stern interrogations of the taxing master when that functionary perceives that the maximum charges are not inserted.

In ascertaining the duty payable on this extraordinary "legacy" will the actual disbursements in the matter only be allowed? Or will the solicitor-trustee be allowed to make a deduction for clerks, office rent, &c.?

The late Mr. Hanson, in his work on Probate, Legacy, and Succession Duties (2nd ed., p. 83), states that a mere authority to make professional charges does not amount to a legacy, and he refers to *Re Sherwood* (3 Beav. 338). But that statement must now be taken to be bad law, for if the view of Mr. Justice Chitty is right, then the direction to charge for professional services is clearly a legacy, and, being such, the profit arising is liable to duty. REFORM.

April 26.

## APPORTIONMENT OF DIVIDENDS.

[To the Editor of the Solicitors' Journal.]

Sir,—If, as you seem to think, the case of *Scholefield v. Redfern* (11 W. R. 463), was decided upon the ground of convenience only (and such seems the conclusion to be drawn from Vice-Chancellor Kindersley's judgment), I think the sooner this question is brought before a higher tribunal the better. Of the justice and equity of such apportionment there can scarcely be two opinions. If a trust fund is vested in trustees in trust to pay the interest to A. for life, remainder to B., it is manifestly unjust that, by reason of the security on which the fund is invested being sold midway between dividends, A. is to lose three months of his annual income which goes to swell the fund for the benefit of B. when he becomes entitled to it. Equally unjust would it be if, because the whole trust fund was invested at the like period, A. should receive in next dividend a portion of the principal, which thus finds its way into his pocket in the shape of interest. It seems to me very poor satisfaction to the wronged party in either case to be told that "this has always been the practice," and that, as it gives least trouble, the court will not alter it.

That the interest is included in the price paid for the securities there can be no manner of doubt. The purchaser buys not only the stock but also the dividend receivable next dividend day, and which is not interest from the date of his investment, but from three months previous to it. It may be troublesome to calculate what the interest amounts to, but that is no reason for giving what belongs to one man to another. The only real difficulty, it seems to me, arises in such investments as bank stock, where the dividend is not interest, but earnings or profits, but even this can be adjusted when the proportion of such profits to the principal becomes known.

61, Upper Sackville-street, Dublin.

HENRY T. DIX.

From the report of the French Ministry of Justice on the statistics of crime in 1884 it appears that, while the amount of serious crime in 1882, 1883, and 1884, was about the same, there was a large increase in 1884 in the number of criminals who had been previously convicted. From 1876 to 1880 the average number amounted to 72,000. In 1884, it exceeded 89,000.

## CASES OF LAST WEEK.

## COURT OF APPEAL.

BLAKE v. GALE, C. A. No. 2, 20th April.

MORTGAGE—INSUFFICIENT SECURITY—RIGHT TO FOLLOW ASSETS OF DECEASED MORTGAGOR IN HANDS OF LEGATEES—LAPSE OF TIME—ACQUIESCENCE.

The question in this case was as to the right of mortgagees of real estate, whose security had proved insufficient, to follow the personal estate of the deceased mortgagor, many years after his death, in the hands of the residuary legatees, among whom it had been divided by the executors. The plaintiffs were second mortgagees for £2,400 (subject to a prior mortgage for £12,300) of a farm belonging to the testator. The mortgage was created in 1843. It contained the usual covenant by the mortgagor to pay the principal and interest. The testator by his will devised the farm to trustees, whom he also appointed executors, on trust to permit his unmarried daughters to reside at and carry on the farm so long as they should think proper, upon condition that they should keep down the interest on the mortgages, and on trust in certain events to sell the farm, and to divide the proceeds, and the rents and profits until sale, among the testator's children equally. By a codicil the testator directed that the farm should not be sold until after the death of all his children, but that in the event of the marriage of all his daughters, or their declining to carry on the farm, the farm should be let by the executors, who were, out of the rent, to keep down the interest on the mortgage debts, and to pay the surplus to the testator's children. In 1861 the executors distributed the whole of the testator's personal estate, including the proceeds of the sale of his furniture and stock, among the persons entitled under the will, the children being the residuary legatees. Two of the unmarried daughters carried on the farm until the marriage of one of them, after which it was let to her husband at a beneficial rent, who paid the plaintiffs the interest on their mortgage debt, and was allowed the payment by the executors out of the rent. The plaintiffs always applied to the tenant for their interest, and not to the executors or the residuary legatees. This went on till 1880, when the property became insufficient in value to secure the first mortgage, and the plaintiffs then brought an action against the executors (two of whom were residuary legatees) claiming to make them liable for a *devastavit* in distributing the personal estate, and also claiming foreclosure of the mortgage and administration of the testator's estate. In that action the plaintiffs failed to make the executors liable for a *devastavit* by reason of the Statute of Limitations, but they recovered from those two executors who were residuary legatees their shares of the residue (31 W. R. 538, L. R. 22 Ch. D. 820). The present action was brought against four other beneficiaries, two of whom were the daughters who had carried on the farm, claiming that they should refund the shares of the residue which they had received. Bacon, V.C., held that the plaintiffs had lost their right by delay and acquiescence, and the Court of Appeal (COTTON, BOWEN, and FRY, L.J.J.) affirmed the decision. COTTON, L.J., said that the case was a remarkable one, and apparently without parallel among reported cases. The Vice-Chancellor, in holding that the mortgagees as creditors had lost their right against the residuary legatees, based his judgment to a great extent on *Ridgway v. Newstead* (9 W. R. 401, 3 D. F. & J. 473). That case was not in its circumstances like the present case, but it laid down a principle which was applicable—viz., that, as the right of a creditor to follow assets in the hands of legatees was only an equitable right, there might be equitable circumstances which would justify the court in refusing the relief which it would under ordinary circumstances give. Delay alone would not, as Lord Campbell, C., said in *Ridgway v. Newstead*, be enough, unless there had been some alteration in the position of the parties. In the present case, soon after the death of the testator, a letter was written by the solicitor of the executors to the solicitors of the mortgagees, by which the mortgagees were informed that the testator's personal estate was valued at between £10,000 and £11,000 (which was not enough to pay the two mortgages in full), and that the shares of the daughters would be sufficient to enable them to carry on the farm, and that the mortgagees must look to the executors for payment of interest on their mortgage debt, but that there was no reason to suppose that the interest would be paid less punctually than before. The mortgagees' solicitors, in reply, expressed a hope that the daughters would occupy and cultivate the farm to their satisfaction and advantage. Two of the daughters (who were defendants to this action) occupied and carried on the farm. This necessarily involved a division of the testator's personal estate in order that the daughters should have their shares. This correspondence really amounted to an assent by the mortgagees to the division of the estate in the manner stated by the executors. And it was to some extent divided for the mortgagees' own benefit, for it was to enable the daughters to carry on the farm. There was not only an assent by the mortgagees to a division of the personal estate, but to a division for the purpose of the money being applied to the cultivation of the farm. The conduct of the mortgagees amounted to an equitable release of their right to fall back upon the personal estate for the purpose of paying the mortgage debt. To allow the mortgagees now to fall back on the personal estate would be contrary to justice between the parties. The right to follow the assets was founded upon its being more just to the creditor; it depends upon the existence of a right against the executors. Having regard to the knowledge of the mortgagees, and their assent to the division of the personal estate, it would be unjust to allow them now to claim it from the legatees. BOWEN, L.J., was of the same opinion. The right of a creditor to follow the assets was an equitable one. If the question depended simply upon the lapse of the time during which the mortgagees had

received payment of the interest, different questions might arise. When a long time had elapsed, and neither the Statutes of Limitations, nor the analogy to them upon which courts of equity were in the habit of acting, applied, you must see whether the party who was claiming the right had so acted as to abandon it, or to lead the other party to believe that he had done so. His lordship would not pretend to lay down any general rule as to the right of a creditor to follow the assets of his deceased debtor in the hands of a legatee; each case must depend upon its own circumstances. In the present case the mortgagees knew what was going to be done, and assented to it in their own interest. This amounted to an equitable release of their right to follow the assets. *Fry, L.J., concurred.*—COUNSEL, *Marten, Q.C., and Freeman; Hemming, Q.C., and B. B. Rogers; Begg.* SOLICITORS, *Duffield & Bruty; Blake & Heseltine.*

#### TAYLOR v. BLAKELOCK—C. A. No. 2, 16th April.

TRUSTEE—BREACH OF TRUST—TRUSTEE OF TWO TRUST FUNDS—APPLICATION OF ONE FUND TO MAKE GOOD BREACH OF TRUST AS TO THE OTHER—PURCHASER FOR VALUE WITHOUT NOTICE.

This was an appeal from a decision of Bacon, V.C. (34 W. R. 175, *ante*, p. 110), and the question was as to the right of a trustee to follow trust-money which his co-trustee had, without his knowledge, applied in making good a breach of trust which he had committed with regard to a different trust. C. was co-trustee with the plaintiff of funds belonging to the G. trust. C. was also co-trustee with the defendant of funds belonging to the P. trust. C., with the knowledge of the plaintiff, invested part of the G. trust funds in Metropolitan Railway Stock in his own name, and paid the dividends thereon to the persons entitled thereto under the G. trust. C., as trustee of the P. trust, misappropriated a sum of £1,187, which he had received on behalf of that trust, without the knowledge of his co-trustee of that trust. He afterwards sold out part of the Metropolitan Railway Stock belonging to the G. trust, and invested part of the proceeds, in the names of himself and the defendant as trustees of the P. trust, in some Caledonian Railway Stock, which was registered in the books of that company as held by C. and the defendant as trustees of the P. trust. C. afterwards told the plaintiff that he had sold some of the Metropolitan Railway Stock, and that he was about to invest the proceeds on a mortgage. In answer to frequent inquiries by the plaintiff, whether the investment had been made, C. told him that the delay arose from a technical difficulty as to title. C. having died, the defendant caused the Caledonian Stock to be transferred into his own name alone as the surviving trustee of the P. trust. The plaintiff, as surviving trustee of the G. trust, claimed the Caledonian Stock on behalf of that trust, on the ground that it had been in fact purchased with money belonging to that trust. The defendant pleaded that he was a purchaser for value without notice, and that the plaintiff had been guilty of negligence in allowing the Metropolitan Stock to stand in the name of C. alone. Bacon, V.C., held that the defence of purchaser for value without notice was a valid one, and dismissed the action. The Court of Appeal (COTTON, BOWEN, and LINDLEY, L.JJ.) affirmed the decision.—COUNSEL, *Hemming, Q.C., and J. Chester; Marten, Q.C., and Hadley.* SOLICITORS, *J. J. & C. J. Allen; Blake & Heseltine.*

#### HALL v. LONDON, BRIGHTON, AND SOUTH COAST RAIL CO.—C. A. No. 1, 17th April.

PRACTICE—RIGHT OF APPEAL—CASE STATED BY RAILWAY COMMISSIONERS—APPEAL FROM HIGH COURT TO COURT OF APPEAL—REGULATION OF RAILWAYS ACT, 1873 (36 & 37 VICT. c. 48), s. 26—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 45—APPELLATE JURISDICTION ACT, 1876 (39 & 40 VICT. c. 59), s. 20.

This was an appeal by Messrs. Hall & Co. from a decision of the Queen's Bench Division (Manisty and Wills, JJ.) upon a case stated by the Railway Commissioners for the opinion of that division. Special leave had been given for an appeal to the Court of Appeal. Upon the appeal coming on for argument on March 8 last, the respondents raised a preliminary objection that the court had no jurisdiction to hear the appeal. In support of this contention it was argued that, as the power of the commissioners to state a case was derived from section 26 of the Regulation of Railways Act, 1873 (36 & 37 VICT. c. 48), which provides that the order of the superior court upon such case shall be final and conclusive on all parties, the proceedings were now regulated by section 20 of the Appellate Jurisdiction Act, 1876 (39 & 40 VICT. c. 59), by which it is enacted that where an Act of Parliament provides that the decision of any court whose jurisdiction is transferred to the High Court is to be final, an appeal shall not lie from the decision of the High Court to the Court of Appeal. On the other hand, the appellants contended that an appeal now lay by virtue of the provisions of section 45 of the Judicature Act, 1873 (36 & 37 VICT. c. 66), under which appeals from inferior courts which might, "before the passing of this Act," have been brought to any court whose jurisdiction is, by the Act, transferred to the High Court, may be heard by divisional courts, whose determination is to be final, "unless special leave to appeal from the same to the Court of Appeal shall be given by the Divisional Court." The Regulation of Railways Act received the Royal assent upon July 21, 1873, and it was urged by the appellants that, although the provisions of that Act did not come into operation until September 1, 1873, and, therefore, after the passing of the Judicature Act, 1873, which received the Royal assent upon August 5, 1873, yet when the first-mentioned Act came into operation upon September 1, it was to be considered as dating back to the time of the Royal assent; and that, therefore, section 45 of the Judicature Act, 1873, applied to a case stated by the Railway Commissioners for the opinion of a divisional

court. In support of this proposition reference was made to the cases of *Ings v. London and South-Western Railway Co.* (L. R. 4 C. P. 17); *Wood v. Hunt* (ib. p. 18, *in nolo*); and *Crush v. Turner* (L. R. 3 Ex. D. 303), was cited to shew that an appeal would lie under section 45 of the Judicature Act, 1873, notwithstanding that apart from that section, the decision of the High Court would be final in consequence of the provisions of section 26 of the Regulation of Railways Act, 1873, and section 20 of the Appellate Jurisdiction Act, 1876. The Court of Appeal (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) now gave judgment, holding that the preliminary objection must prevail, and that the appeal could not be entertained. Lord ESHER, M.R., said that, upon reflection, he was of opinion that the case did not fall within the provisions of section 45 of the Judicature Act, 1873. It was true that the operation of that Act was postponed until 1875, but the day when it received the Royal assent—viz., August 5, 1873, was the time of its passing; it then became an Act. The provisions of the Regulation of Railways Act, 1873, did not come into operation until September 1 of that year. Therefore the tribunal of the Railway Commissioners did not exist until after the passing of the Judicature Act, 1873, section 45 of which only applies to instances where an appeal lay to a superior court before the passing of that Act. LINDLEY, L.J., said that reliance had been placed upon section 45 of the Judicature Act, 1873, as construed by the Court of Appeal in *Crush v. Turner* (*ubi supra*). But, unless it could be said that the coming into operation of the Regulation of Railways Act, 1873, was equivalent to the passing of the Act, the present case could not be brought within that section. Such a construction was contended for by the appellants on the authority of *Ings v. London and South-Western Railway Co.* (*ubi supra*), which, it had been said, established the general proposition that, although the operation of an Act is postponed to a particular day, yet when that day is reached the Act dates from the time when it passed. The expressions used in that case must, however, be looked at with reference to the particular facts, and, so regarded, they did not support this proposition. So also in *Wood v. Hunt* the facts differed entirely from the present case. LOPES, L.J., concurred.—COUNSEL, *Littler, Q.C., and Hunter; Sir R. Webster, Q.C., Maer, and Macdonell.* SOLICITORS, *Neish & Howell; Norton, Rose, & Norton.*

#### MOORE v. LAMBETH WATERWORKS CO.—C. A. No. 1, 10th and 17th April.

HIGHWAY—NUISANCE—FIRE-PLUG PROPERLY PLACED IN FOOTWAY BY WATER COMPANY—SUBSEQUENT PROJECTION OF PLUG IN CONSEQUENCE OF WEARING AWAY OF SURROUNDING PAVEMENT—LIABILITY TO PERSON INJURED WHILE USING HIGHWAY.

This was an action for personal injury to the plaintiff, caused by his tripping over a fire-plug placed in a public footway by the defendants, in pursuance of their statutory powers in that behalf. At the time when the plug was put in its position it was properly placed so as not to constitute an obstruction, the top of the plug being level with the surface of the asphalt pavement which surrounded it. By reason of this pavement having worn away, the plug, at the time of the accident to the plaintiff, projected three-eighths of an inch above the pavement. The defendants had no power to interfere with the pavement, which was vested in the highway authority; and, save as above mentioned, the plug itself was in proper repair. The case was tried before Day, J., who gave judgment for the plaintiff upon the authority of *Kent v. Worthing Local Board* (31 W. R. 583, L. R. 10 Q. B. D. 118). The defendants appealed, and the Court of Appeal (Lord ESHER, M.R., LINDLEY and LOPES, L.JJ.) reversed the decision of the learned judge. Lord ESHER, M.R., said that in this case the water supply was not in the hands of the highway authority, and therefore the only question was as to the liability of the defendants as having the control of the water supply. It was clear that the defendants could not touch the footway, and accordingly the only method by which they could keep this fire-plug at a level with the surface of the pavement would be to cut down the plug from time to time as the pavement wore away. If that had been intended by the Legislature, one would expect to have found a distinct statutory provision to that effect; but there was none such. The Waterworks Clauses Act, 1847 (10 VICT. c. 17), s. 39, *et seq.*, only provided generally that the water company should keep the fire-plugs in repair, and the plug in question was in repair at the time when the accident happened. If the plug had been in position before the time when the highway was dedicated to the public, the highway authority would have been bound to keep the footway in a state of repair, having regard to the position of the plug. What then was the position of affairs when, as here, a thing was afterwards put in the highway by authority of an Act of Parliament? It seemed to him that the highway authority must then similarly have regard to the existence of that thing. If that were so, the defendants had in this case done all that was required of them, and therefore no action lay against them. But it was said that this view of the case rendered it necessary to overrule *Kent v. Worthing Local Board* (*ubi supra*). It was not necessary, however, to say that that decision was erroneous, because there, although the valve cover over which the plaintiff's horse stumbled was not itself out of repair, the defendants were both the highway authority and the water authority. The case of *Blackmore v. The Vestry of Mile End* (30 W. R. 740, L. R. 9 Q. B. D. 451) shewed that the decision in *Kent v. Worthing Local Board* might possibly be upheld on the ground of that distinction between it and the present case. If *Kent v. Worthing Local Board* could not be so supported, he must respectfully express his dissent from the decision of the Queen's Bench Division in that case. LINDLEY and LOPES, L.JJ., gave judgment to the same effect.—COUNSEL, *Winch; Waddy, Q.C., and Aspland.* SOLICITORS, *Hicklin, Washington, & Pasmore; Grundy, Isod, & Grundy.*



## HIGH COURT OF JUSTICE.

*Re HARRISON, LATIMER v. HARRISON—Pearson, J., 17th April.*  
EXECUTOR—RETAINER—RECEIVER.

The question in this case was whether an executor could retain a debt due to himself by his testator in priority to costs and other debts, the estate being insolvent. The action was for the administration of the estate. The administration judgment was in August, 1880, and in October, 1880, a receiver was appointed. The executor claimed to retain a debt of £115 due to him by the testator at the time of his death, and also a sum of £700, and interest thereon. He had proved in the action for the £115. He had been a surety for the testator for the £700, and had, in February, 1886, paid the principal creditor the £700, with interest thereon to the amount of £174. The principal creditor had previously proved for the £700, with interest to the date of the judgment. Before the appointment of the receiver, the executor had had in his hands assets to the amount of £850, which he had paid over to the receiver. PEARSON, J., held that the executor was entitled to priority in respect of the £115, but not in respect of the other sum. He gave him leave to stand in the place of the creditor as to the £700 and interest for which he had proved, but held that the executor was not entitled to any further interest.—COUNSEL, Lambert; Brooksbank; Swinfen Eady. SOLICITORS, Tyas & Huntington; Adam Burn & Son.

*DIXON v. PYNER—Kay, J., 17th April.*

POWER OF APPOINTMENT BY HUSBAND AND WIFE OR SURVIVOR—JOINT EXERCISE, POWER OF REVOCATION AND RE-APPOINTMENT BY TWO OR SURVIVOR BEING RESERVED—EXERCISE BY SURVIVOR.

The question in this case was the validity of an appointment by the survivor of two joint donees of a power. Under a marriage settlement made in 1841, the husband and wife had given them, over a fund of £5,000, subject to certain life interests, a joint power of appointment by deed, either with or without power of revocation and new appointment, amongst the children and remoter issue of the marriage, and, for want of such joint appointment, or so far as no such appointment should extend, then as the survivor of the husband and wife should, either by deed (with or without power of revocation and new appointment) or by will appoint. In the year 1871 the husband and wife exercised the joint power as to £2,000 in favour of such of their four sons as should be living at the time of the death of the survivor of the husband and wife or should have married in the lifetime of such survivor, and, if more than one, as tenants in common, and, as to the residue of the fund, on similar contingencies for their two daughters, the same to be for their separate use. This deed contained a proviso that it should be lawful for the said husband and wife, during their joint lives, and for the survivor of them, during his or her life, from time to time, by deed, to revoke in whole or in part the appointment thereinbefore expressed to be thereby made, and, by the same or any other deed, with or without power of revocation and new appointment, to appoint the said fund, or so much thereof as should be affected by any such revocation, amongst the said six children. The wife died in 1882. In the year 1883 the husband, by deed poll, revoked the former appointment and irrevocably appointed the fund, as to £500 thereof, on certain trusts for one of the children, and, as to the residue, after payment of the £500, in favour of the other five children. All the children of the marriage, except one, were now alive and of full age. KAY, J., said that the appointment by the survivor of the husband and wife was valid, and directed distribution of the fund as prayed in the petition.—COUNSEL, Hastings, Q.C., and Colquhoun; Bagshawe; Payne; Amédroz; Townsend; Ward; Ryland; Street; and White. SOLICITORS, W. Stocken; W. H. Hargrave; Fladgate & Fladgate; Hurford & Taylor; G. M. C. Seales; Clarke, Woodcock, & Ryland; Smith & De Zoete; and Gray.

*BENINGTON & SONS v. METROPOLITAN BOARD OF WORKS—*  
Chitty, J., 16th April.

LANDS CLAUSES ACT, s. 92—MANUFACTORY.

In this case the plaintiffs, being tea merchants, trading under the name of the Liquor Tea Co., moved, under the Lands Clauses Act, 1845, s. 92, for an interim injunction restraining the Metropolitan Board of Works from taking proceedings to take part of the plaintiffs' premises without taking the whole, on the ground that the plaintiffs carried on a manufactory on the whole premises within the meaning of section 92. It appeared that the plaintiffs' premises consisted of a house in or near Trinity-square, Tower-hill, called Postern House, and houses in George-street, in the immediate vicinity. The whole premises were conveniently situate for the plaintiffs' business, and the parts easily accessible to and from each other. In the houses in George-street the tea was stored, was blended in huge mixers holding 1,500 or 1,600 lbs., and milled, and by those and similar processes special teas of a distinct quality were produced and sold in the market under the plaintiffs' trade-marks. In Postern House the packing requisites were prepared and made, and the tea packed, and thence it was delivered to customers at the rate of several thousand pounds per diem. Show-cases for the tea were frequently sent with it to the plaintiffs' customers, and such show-cases were also made at Postern House. The defendants desired to take Postern House alone. CHITTY, J., said that manufactory was a term which meant production of something new from raw material. That the plaintiffs could scarcely be said to be doing. What they did was to produce by legitimate processes, without any adulteration, teas of a

more or less uniform kind, which they sold under special names in the market. These goods and the names given to them were known in the market. Cases like that before him had each to be decided on its special circumstances, and, in his opinion, upon the evidence as it stood on the motion, the plaintiffs did not carry on a manufactory on the premises as a whole. They did nothing more than what was done by all large wholesale vendors of tea. The case fell within *Reddin v. Metropolitan Board of Works* (10 W. R. 764). But, even supposing the plaintiffs carried on a manufactory at George-street, they certainly did not do so at Postern House, for the operations which got the tea ready for sale were completed at George-street, and it was merely distributed at Postern House, and, applying the principles enunciated in *Steele v. Midland Railway Co.* (14 W. R. 367, L. R. 7 Ch. App. 275) and also the case of *Reddin v. Metropolitan Board of Works*, as the business and manufactory were carried on in distinct premises, it was not incumbent on the defendants to take the premises as a whole. On either ground the motion must be dismissed.—COUNSEL, Littler, Q.C., and Pollard; Tace, Q.C., and Methold. SOLICITORS, Wm. Mitchell; Solicitors for the Metropolitan Board of Works.

*Re HARDEN STAR HAND GRENADE FIRE EXTINGUISHER CO.—*  
Chitty, J., 15th April.

TRADE-MARK—FANCY WORDS—HAND GRENADE FIRE EXTINGUISHER—PATENTS, &c., ACT, 1883, s. 64.

In this case a motion was made to remove from the register of trade-marks the mark "Hand Grenade Fire Extinguisher," registered by respondents in April, 1885, as a mark for an instrument consisting of a glass vessel containing a fire-extinguishing fluid intended to be released by means of the vessel being broken by a throw from the hand. The applicants submitted that the registered words were merely descriptive, and not fancy words capable of registration under the Patents, &c., Act, 1883, s. 64. The respondents produced the evidence of Professor Morley that the words were fancy words. The applicants produced expert evidence to the contrary. CHITTY, J., said that every one of the four words in question was a word in common use, and was to be found in any dictionary, and was well understood by persons moderately acquainted with the English language. No other words in fact could be better used as a means of denoting the qualities of the article which was sold under their name. The case was the first of its kind in his experience where expert evidence was produced as to what was the meaning of English words. The question, however, was one of the meaning of a trade term, and in determining such a question to demand great accuracy was a mistake. The question of meaning was not one to be solved by grammarians or philologists, who were a class of persons whom it was very difficult to satisfy. The question was what would ordinary Englishmen think the words meant. He held that the words were merely descriptive, and that no better terms of description could be found. He therefore made the order as asked.—COUNSEL, Romer, Q.C., and Wallace; Aston, Q.C., and R. Vaughan Williams. SOLICITORS, Burn & Bertridge; Ingle, Cooper, & Holmes.

*LIVERPOOL COMMERCIAL INVESTMENT CO. v. RICHARDSON—*  
Q. B. Div., 21st April.

BILLS OF SALE ACT, 1882—FORM—COVENANT FOR FURTHER ASSURANCE—COSTS.

In this case a bill of sale had been granted, to secure an advance, containing a covenant that the grantor should produce the policy of insurance on the chattels comprised in the bill when required, and "that the said mortgagor, and every other person claiming any interest in the said chattels and things, or any of them, will, at all times, at the cost until seizure and sale of the said mortgagor, and afterwards of the person or persons requiring the same, execute, and do all such assurances and things for the further or better assuring all, or any, of the said chattels and things in the said mortgage mentioned" as might be necessary. It also contained a provision for the seizure and sale of the articles assigned by the bill of sale for the purpose of realizing the principal and interest advanced, "and all costs and expenses incurred in relation to this security." The court was of opinion that the bill of sale was bad as departing from the form required by the Bills of Sale Act, 1878, Amendment Act, 1882. MATHEW, J., said that the ordinary form for further assurance would be entered into on behalf of the mortgagor and all other persons claiming any interest in the said chattels under the mortgagor. It was doubtful in this case to what extent the mortgagor had contracted and how far the liability might not extend. Further, the provision as to seizure and sale included much more than the ordinary form, which would only allow the costs and expenses incurred in realizing and taking possession of the chattels assigned. A. L. SMITH, J., was of the same opinion, and pointed out that, by the covenant for further assurance, the mortgagor might be unable to obtain the concurrence of persons possessing a higher interest in the goods and chattels assigned, and that the remedy of the mortgagees for breach of the covenant in that behalf in damages and costs might, under the terms of this bill of sale, be added to the principal and interest.—COUNSEL, H. Reed and Whateley; Bankes. SOLICITORS, Pritchard & Englefield, for Beaumont & Rigby, Altrincham; Allen, for J. L. Johnson, Liverpool.

*SEROKA v. KATTENBURG AND WIFE—Q. B. Div., 20th April.*

HUSBAND AND WIFE—TORTS OF WIFE—LIABILITY OF HUSBAND.

In this case an action had been commenced against a husband and wife for a libel alleged to have been written by the wife, and the husband

sought to obtain relief from the action, on the ground that, since the Married Women's Property Act, 1882, a husband ought not to be joined in actions brought for the wife's torts. It was argued that, according to the old common law, a husband had only been joined as a defendant in such actions for the purpose of conformity, and because he practically had the wife's purse, but that now, as the wife possessed as her separate estate everything that she might earn or receive from other sources, such actions should be brought against her alone. The court held that the husband might be joined. *MATHEW, J.*, said before the Act referred to the husband was always joined, and that that Act had not been passed for the relief of husbands. Sub-section 2 of section 1 of the Act merely gave an option to persons bringing such actions either to sue the wife to judgment if they thought they could obtain a remedy against her separate estate, or to go against both husband and wife as previously. The words in the statute were that the husband "need not" be joined, and did not excuse him altogether. *A. L. SMITH, J.*, was of the same opinion, and added that, to a certain extent, but only to a certain extent, the husband was relieved by the said Act—viz., by sections 14 and 15. But the enactment did not go to the extent suggested.—*COUNSEL, Sims; H. Reed. SOLICITORS, A. Benning; Goldberg & Langdon.*

#### BANKRUPTCY CASES.

*Ex parte MERCER, Re WISE—C. A. No. 1, 16th April.*

**VOLUNTARY DEED—VALIDITY AGAINST CREDITORS—INTENT TO DELAY CREDITORS—13 ELIZ. C. 5.**

This was an appeal by the trustee in a bankruptcy from the refusal of a divisional court (Cave and Grantham, JJ.) to set aside a post-nuptial settlement executed by the bankrupt, on the ground that it was void, under 13 Eliz. c. 5, as having been made with intent to delay, hinder, or defraud the bankrupt's creditors. It was contended on behalf of the appellant, on the authority of *Freeman v. Pope* (L. R. 5 Ch. 538) and other cases, that, even if the bankrupt had no actual intent to delay his creditors, the court must infer such an intent, because the necessary or natural result of the settlement was to defeat his creditors, and a man must be held to intend the necessary consequence of his act. Under the particular circumstances of the case, the court (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) held that it was not the necessary consequence of the settlement to delay the settlor's creditors. But Lord Esher, M.R., said that he entirely dissented from the view that the court was bound in law to infer that a man intended to delay his creditors simply because the necessary consequence of his act was to delay them, even if, in other evidence, the court was convinced that he had no such actual intent. Such a proposition would be monstrous. The consequence of the man's act was a circumstance to be taken into consideration in determining what his intent was, but the court was not bound to infer the intent from the consequence of the act if other circumstances shewed that he had not such an intent. It might be the result of the decisions on the Act that, though a man did not intend to delay his creditors, yet a deed which necessarily delayed them was void under the Act. That was a different question which need not be considered on the present occasion. *LINDLEY, L.J.*, did not like the expression which had been used in some cases, that a man was to be held to have had an intent to delay his creditors when, in fact, he had no such intent. But he was not prepared to say that a voluntary settlement could not be set aside under the Act, on the ground that it necessarily delayed the settlor's creditors, even though the settlor had no actual intent of doing so. *LOPES, L.J.*, expressed no opinion on the point, because he thought that the settlement in this case did not necessarily delay the settlor's creditors. *COUNSEL, Morgan Howard, Q.C., and W. H. Lynden Bell; H. D. Greene, Q.C., and F. Cooper Willis. SOLICITORS, J. Perry Godfrey; Clarkson, Greenwell, & Wyles.*

#### CASES AFFECTING SOLICITORS.

*Re RUSSELL, SON, & SCOTT—C. A. No. 2, 21st April.*

**COSTS—TAXATION—ALTERATION OF BILL AFTER ORDER TO TAX—DETAILED ITEMS GIVEN OF LUMP SUM.**

This was an appeal from the refusal of Kay, J. (*ante*, p. 371), to allow objections taken by a client to a taxation of costs. The only question raised on the appeal related to the costs of an action for which, in the first instance, the solicitors had charged a lump sum of £1,000, as having been agreed upon with the client. It was held by Kay, J., that there had been no binding agreement, and the solicitors then carried in for taxation detailed items of the costs of the action, and the taxing master taxed these items. It was objected that the solicitors could not alter their bill of costs while the taxation was pending, and that the taxing master could not tax the items without a special order. *KAY, J.*, held that the taxing master was justified in what he had done by *Re Tilleard* (32 Beav. 476). The Court of Appeal (Corrigan and Fry, L.JJ.) affirmed the decision. *CORRIGAN, L.J.*, said that the court had frequently held that a bill of costs which had been carried in by a solicitor for taxation in a taxable form could not afterwards be altered by the solicitor. But that was not the present case. The costs, charges, and expenses of a particular action had been brought in for taxation in a lump sum. The taxing master could not tax them in that form, and he, following *Re Tilleard*, allowed the solicitors to bring in a supplemental paper, containing the items of those costs. Of course the solicitors could not bring in items exceeding £1,000. His lordship thought that the decision in *Re Tilleard* was good sense as well as good law, and that the taxing master was right in allowing the solicitors to give an explanation of the costs, charges, and expenses of the

action referred to. They were merely explaining and giving details of the costs which had been already stated in a lump sum. *FRY, L.J.*, entirely agreed. The case was very different from one in which a solicitor was attempting to alter his bill, after an order to tax it had been obtained, by reducing or withdrawing items. The solicitors were simply giving an explanation of that which they had already stated in a lump sum.—*COUNSEL, Herbert Reed; Kekewich, Q.C., and Haldane. SOLICITORS, Russell, Son, & Scott.*

*Re HILL—C. A. No. 2, 21st April.*

**COSTS—TAXATION—OBJECTIONS—NOTICE OF CONSIDERATION BY TAXING MASTER—CHARGE ON PROPERTY RECOVERED OR PRESERVED—23 & 24 VICT. C. 127, s. 28.**

This was an appeal from the refusal of Kay, J., to allow certain objections to a taxation of costs. The question was, what costs ought to be allowed to a solicitor as costs properly incurred by him in the recovery or preservation of part of the estate of Elizabeth Robey, an intestate? A bill of costs amounting to £516 had been delivered to the administrator by the solicitors who had acted for him, and had been paid by him. On the 22nd of December, 1884, on the application of Jane Blow, one of the next of kin of the intestate, an order was made to tax the bill, and on the taxation under this order the bill was reduced by £354, the taxing master having disallowed all the costs of certain preliminary investigations undertaken by the solicitors before their retainer by the administrator (*vide ante*, p. 386). A solicitor named Hooper acted on behalf of Jane Blow in obtaining the order of the 22nd of December, 1884. On the 3rd of June, 1885, an application was made by Jane Blow to annul that order, on the ground that the proceedings to obtain it had been taken by Hooper without her authority. This application was refused, and on the 31st of July, 1885, an appeal from the refusal was dismissed by the Court of Appeal. Meanwhile, on the 23rd of June, 1885, on the application of Hooper, the court being of opinion that Hooper, as the solicitor employed by Jane Blow, was entitled to a charge on the sum of £354 found to have been overpaid by the administrator to his solicitors for the costs of Hooper, as between solicitor and client, properly incurred in the recovery of that sum for the estate of the intestate, an order was made referring it to the taxing master to tax such last-mentioned costs as between solicitor and client. In taxing Hooper's costs under this order the taxing master allowed him the costs of and incidental to the order of the 3rd of June, 1885, and of the appeal from it—i.e., the costs of the contest between Jane Blow and Hooper as to his retainer by her, in which contest he was successful. The administrator (on behalf of the estate, which was entitled to the sum of £354 on which these costs were to be charged) carried in the following objection to the taxation:—"Because these items should not be allowed under the order of the 23rd of June, 1885, and are not taxable or payable under the said order out of the estate of the said Elizabeth Robey." The following affidavit was made by the administrator's solicitor:—"I, on behalf of my firm, prepared and, on the morning of the 4th of December, 1885, personally lodged objections to the taxation at the chambers of the taxing master, and issued the warrant to consider the same; but I was informed by the officials that I could not then have an appointment to proceed upon the same, and that the taxing master would peruse the objections, and send my firm a notice of an appointment to proceed thereon in due course. At 4.30 p.m. on the said 4th of December a notice was received by my firm from the chambers of the taxing master, stating that the master had appointed one o'clock on the following day, the 5th of December, to proceed thereon, which appointment I was unable to attend, owing to the insufficiency of the length of the notice thereof, and to an important engagement, which I had, prior to the receipt thereof, arranged personally to attend on the 5th of December, and I accordingly gave directions for a clerk to attend upon the taxing master on the morning of, and again at one o'clock on, the said 5th of December, informing him thereof, and requesting him to adjourn the same, to enable me, as I personally attended to the matter, to attend; but he on each occasion declined to do so, and stated that he had disallowed the objections, owing to which my firm have not had an opportunity of being heard by the master on the objections." *KAY, J.*, affirmed the decision of the taxing master overruling the objections, and his decision was affirmed by the Court of Appeal (Corrigan and Fry, L.JJ.). On behalf of the appellant it was urged that the notice given by the taxing master of the appointment to consider the objections was too short, and that, by analogy to rule 16 of order 65, at least one day's notice ought to have been given. It was also urged that the costs of the dispute between Jane Blow and Hooper as to his retainer by her were not costs incurred by him in the recovery or preservation of the £354, but related to a mere personal dispute, and that, at any rate, the costs of the appeal from the order of the 3rd of June, 1885, which were incurred after the order of the 23rd of June, 1885, could not be included in the taxation directed by the latter order. *CORRIGAN, L.J.*, said that the written objections which were carried in were very unsatisfactory; they in no way pointed out the grounds of objection which had been relied upon in argument. The objections ought to point out the grounds which were intended to be relied upon. It was said that the taxing master did not give the party objecting a proper opportunity of being heard on the objections. In his lordship's opinion a sufficient opportunity was given. The fact that the solicitor was unable personally to attend was not a sufficient reason for sending the matter back to the taxing master. On the merits of the case, his lordship was of opinion that all the costs which were incurred by Hooper in prosecuting the order of the 22nd of December, 1884, for the taxation of the administrator's costs, were properly incurred by him for the recovery of the £354. The Court of Appeal thought that the proceedings taken by Jane Blow to



dispute the retainer of Hooper were really taken for the purpose of preventing the effectual taxation of the bill of costs of the administrator's solicitors. The only doubtful point was as to the costs of the appeal, which was after the date of the charging order of the 23rd of June. It was contended that that order only charged costs then already incurred. It did not say so, it said costs "properly incurred," and his lordship thought it included the costs of the subsequent appeal, which resulted from the proceedings taken by Jane Blow to prevent the taxation of the administrator's costs. *FAY, L.J.*, concurred.—*COUNSEL, Oswald; Chadwyck-Healey.* SOLICITORS, *Head & Hill; Sole, Turner, & Knight.*

*Re* THOMAS GREETHAM (A SOLICITOR), *Ex parte* MINTON—*Q. B. Div.*, 16th April.

In this case it appeared that the applicant, who was in very poor circumstances, had a settlement made upon her in 1870. In 1875, she agreed with the solicitor who acted for her that there should be a change in the investments of the settled fund, in order to obtain a higher rate of interest. From 1875 till 1883 she continued to receive interest through the solicitor at the rate of £1 per month. In the year 1883, on the death of her husband, she became entitled to the principal of the settled fund. She made application accordingly at the office of the solicitor, but found that he had left the country, and that there was no note or memorandum of any such sum being invested, and she had never received any further interest or any part of the principal. An order had been made that the solicitor should answer affidavits, which he had not obeyed. Counsel for the applicant said it was believed that the solicitor was still out of the country, and his address could not be obtained. (The solicitor did not appear, and the court (*MATHEW and A. L. SMITH, JJ.*) ordered that he be struck off the roll, and that he pay the costs of the application.—SOLICITORS, *Pease & Co.*

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

#### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 8th of April, 1886:—

Agnew, Harold, B.A.	Dun, Finlay, B.A.
Aldous, James William	Eaton, Arthur Frederic
Angell, Tom Plowman	Ellis-Fermor, Ernest Joseph
Aspinall, Herbert Hackett	Engall, Thomas Howard
Atkinson, Wemyss Henry	Evans, Arthur Ponsford Cann
Aylin, Percy Lionel	Evans, Charles Denham
Banham, Harold Francis	Evans, Samuel David, B.A.
Barclay, Joseph George	Farmer, Charles Albert, B.A.
Barlow, George Dudley	Fearn, Harry Augustus
Barton, Henry Alexander, B.A.	Ferrier, Richard Frederick Ernest
Batley, Ralph Cecil, LL.B., B.A.	Fiske, William Sanders
Bigland, Edwin Hodgson	Follett, Walter George
Birchall, Thomas Wheeler	Fox, Alfred Fitzgerald
Blakiston, Rochford Ffolliott, B.A.	Freedman, Henry
Bles, Alfred Joseph	Gaby, Ralph Hale, B.A.
Bolland, William Thomas	Gates, Howard Francis
Bono, Percy	Gaunt, Hermon Alfred
Borrie, Albert	Giddins, Charles Sydney
Brandon, Jocelyn	Glass, Francis
Brearey, Branton	Grzebrook, William Henry
Broomhead, Henry Oliver	Greenwood, Thomas Fairthorne
Broughton, Charles Edward, B.A., LL.B.	Hall, Robert
Brown, Elisha Leigh	Hancox, Joseph Robert
Bullen, Edward Woods	Hanson, Oswald Shaw
Burton, Harry	Harvey, Henry
Carr, Arthur Thomas	Hellyar, William Albert Stanley
Cartwright, George	Hetherington, John Bowerbank
Chavaase, Alban	Hewitt, Henry
Christie, Philip Rider, B.A.	Hill, Arthur Charles Edward
Clarke, William Richard Crawford	Holme, Bryan Lawson
Cleveland, Arthur Backham	Horridge, Frederic Arthur
Clough, Robert William	Hotham, Arthur, B.A.
Cooke, Thomas Lyne	Humber, William Henry
Craven, Henry	Hussey, James
Crawford, George Frederic	Jackson, Thomas Catherick
Crosseley, John Wilkinson	Jacques, Alfred Charles
Cunningham, William Dunlop	Knight, Cecil Archdale
Currey, Harry Erskine, B.A.	Knowles, Edward Foster
Darley, Charles Arthur, B.A.	Knowles, James Bradley
Dawson, Thomas Chaffer	Large, Albert William
Day, John Estcourt	Leach, Louis James
Dewing, Maurice, B.A.	Leadbitter, James Longmore
Domville, Edwin Arthur Barry	Leake, John Haselham
Drake, Arthur Herbert	Lewis, David
Draper, Edward	Lewis, Francis Ball, B.A.
Druitt, Allan	Lewis, Frederick Upton
Du Cane, Louis Charles	Lister, Thomas Henry
	Little, Ellis Duckworth

Low, Victor Howard  
Luff, John Montagu George Aine, B.A.  
Lumley, Cecil Algernon  
Lyons-Pike, Charles William de  
McCrosan, James Daniel  
Mallorie, Thomas Frank Percy  
Matthews, Marmaduke Capper, B.A.  
Maynard, John Alfred  
Mellersh, Robert Henry  
Meyler, William Montague  
Middlebrook, Edwin Herbert  
Miller, George Munro  
Monks, Hugh Samuel  
Morris, William Henry  
Mostyn, Charles  
Neal, Arthur John  
North, Dudley  
Oakley, Thomas William  
Oddie, William  
Parkinson, Robert  
Peele, William Charles Clement  
Perkins, Harry  
Perry, Charles  
Pike, Sidney Wentworth  
Pilling, Charles Ernest  
Pogmore, Frederick William  
Prall, Arthur Smeed  
Pratt, William Wortley  
Raywood, Richard  
Richards, Rees David  
Riddell, George Allardice  
Rigby, William Edward  
Riley, George Marvell, B.A.  
Roberts, Thomas Owen  
Roll, Hugh Winfield, B.A.  
Rusby, James William  
Russon, Francis Joseph  
Sadd, Oswald

Samuel, Abraham  
Scatiff, Horace Parr  
Scott, Walter  
Seline, David Moses  
Sheppard, Cecil Goodwin  
Sheppard, Herbert Byhard  
Shuter, Henry Johnson  
Smith, Henry Curwen Biscoe  
Stainer, Sydney George  
Starkie, William Robert  
Sykes, John Lewis  
Tanner, Edgar Robson, B.A.  
Taylor, Ernest Sextus  
Thomlinson, John Glaister  
Thomson, Lewis Gardner  
Tofield, Edwin  
Tomlin, Morton James Baring, B.A.  
Tuke, Leonard  
Turner, Alfred  
Vidler, Percy Alexander  
Waddilove, Cyrus John  
Walker, Miles  
Ward, Arthur  
Watson, William Francis  
Webb, Leslie Chapman  
Webster, Lionel Walter  
Webster, William  
Weeks, Charles Herbert  
White, George Alfred  
Wilkinson, Benjamin  
Williamson, Edward  
Wilson, Henry  
Windybank, Henry Allen  
Wood, A' Deane Gent  
Woolfenden, Robert Schofield Hopwood  
Wright, Frank Baildon  
Yates, Joseph Hollis

#### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 6th and 7th of April, 1886:—

Angrove, Thomas Augustus	Gates, Percy George
Arnold, Whately Charles	Gill, Christopher Coleman
Atkins, Ion	Goodall, Sidney Frederick
Baker, George Herbert	Graham, James Newton
Barnes, Edward Daniel	Graham, William Robert
Barratt, Albert	Greenhill, Henry Ridge
Bate, Arthur Wilfred	Greenway, Charles Durnford
Baxter, William Kaye	Greenwood, Bransby
Beal, James	Gregory, Henry Holman
Bearder, George	Grover, Herbert Charles Gerald
Bird, Alfred Curtis	Harris, Arthur Chambers
Bonsall, Henry	Harvey, Henry Samuel Bourn
Bracey, Ernest Arthur	Higson, Daniel
Brazil, Clarence McKinnell	Hill, Charles Lya'l
Britton, Richard Waddams Nimmo	Hillen, Alton William
Bull, Frederick William	Hodgson, Charles Courtenay, B.A.
Bunting, John	Holt, James Yates
Burrell, Maurice	Hoskins, Thomas
Carnelley, William	Hughes, Harry William
Carter, Sidney	Hughes, Melvill
Caught, George Gilbert	Hutchinson, Tracy
Clark, George Walter, B.A.	Ivatt, Alfred Edgar
Clarke, Sidney Wrangel	Jackson, Harry Herbert
Clementson, Charles Harry, B.A.	Juby, William Brownsurt
Clode, Charles Henry	Kent, William Gipps
Cooke, Joe Baldwin	Kidson, Alfred Bowman
Cordeaux, Richard Dymoke Cawdron	King, Thomas George
Credland, Athan	Knight, Charles
Creswell, George Arthur	Knott, Matthew
Davis, Ernest Henry	Leach, James
Dawson, Arthur Edward	Levinsohn, Henry Raphael
Dawson, Percy Edward	Lewis, Guildford Edward
Day, Arthur	Lewis, John David Boyers
Day, Henry Charles Arundel	Lush, Hubert Stanley
Deeley, Frank	Mandy, Thomas Kent
Dixon, Charles Edwin	Marshall, Ernest William
Drew, Alfred Wm.	Martell, Philip Lewis
Ellis, Alexander Adcock, B.A.	Mawson, William
Entwistle, George Ernest	Medcalf, John
Evans, Gomer Thomas	Medlicott, William
Eyre, Douglas, B.A.	Mellor, Wilfrid Arnold
Fenwick, Thomas Dobson	Monro, Henry Theodore, B.A.
Ferguson, John Lingard	Murray, Frederick William
Ferns, Harry Clifford	Neal, James Wicking
Felding, Henry	Newton, Walter Haydon
Fisher, Henry	North, William
Forster, William Henry	Ogden, William
Fox, Charles Augustus	Oke, Alfred William, B.A.
Garside, George Henry	Parnall, Robert Herbert Boyd

Payne, Edgar Stuart Bruce  
 Peachey, Edmund James  
 Peele, Ernest  
 Pegge, John  
 Pershouse, Henry Clifden  
 Picton-Jones, Percival Pryce  
 Pinchard, William Ayrton Biddulph  
 Powel, Henry Sydney  
 Poynder, Alfred James, B.A.  
 Purves, Roderick Hamilton  
 Rawstorne, Henry Fielden, M.A.  
 Remon, James Amy  
 Rennolls, Harry Sydney Hanchett  
 Restall, Walter Stanley  
 Roberts, Edward William  
 Robinson, James Francis  
 Ruddock, Thomas David, B.A.  
 Sandford, John Erskine Grant  
 Savage, Thomas James  
 Senior, Percy Haigh  
 Simpson, Thomas Stephenson  
 Smith, Arthur  
 Smith, Frank Hindley  
 Smith, George, LL.B.  
 Smith, George Cruddas  
 Smyth, Rupert  
 Steel, Robert Edward

Stevens, Robert Champion  
 Stevenson, John  
 Straughton, Joseph  
 Swayne, Edgar John  
 Synnot, William  
 Tatton, Frank  
 Taunton, Hugh Grosvenor  
 Taylor, Edmund  
 Terrel, George John Edmund de  
 Beauvoir  
 Vincent, William  
 Walker, Robert Stephen Snape  
 Walton, Edwin  
 Walton, George Stanley  
 Warry, Henry Cockeram, B.A.  
 Watkinson, Joshua, B.A.  
 Watkinson, Samuel  
 West, Leonard Henry  
 White, Frederick Westwood  
 White, John Henry  
 White, Robert Stanley  
 Willey, William Herbert  
 Winterton, Herbert Ralph  
 Wood, Alfred Henry  
 Wooldridge, Charles Sylvester, B.A.  
 Wright, Albert

## OBITUARY.

### MR. THOMAS CHAPMAN.

Mr. Thomas Chapman (of the firm of Chapman & Chaundler), solicitor, of Biggleswade and Pottton, died on the 3rd ult., at the age of eighty-two. Mr. Chapman, who was almost the oldest member of the legal profession in Bedfordshire, was the eldest son of Mr. William Chapman, of Biggleswade. He was born in 1804, and he was educated at Oundle Grammar School. He was admitted a solicitor in 1835, and he had practised for half a century at Biggleswade. Mr. Chapman was a perpetual commissioner for Bedfordshire, and he had a large private practice. He was solicitor and secretary to the Biggleswade Gas Company, secretary to the Biggleswade Town Hall Company, and solicitor to the Biggleswade Association for the Prosecution of Felons. About a year ago he became associated in partnership with Mr. Henry Chaundler. Mr. Chapman was married to the daughter of Mr. Robert Hunt, of Stamford, and he leaves two daughters. He was buried at Biggleswade on the 6th ult.

### MR. JOHN LAWRENCE TATHAM.

Mr. John Lawrence Tatham, barrister, died at West-hill, Highgate, on the 16th ult., in his eightieth year. Mr. Tatham was the eldest son of Mr. Thomas Trevor Tatham, of Highgate, and was born in 1806. He was called to the bar at Gray's-inn in Hilary Term, 1834, and he had had for many years an extensive practice as a conveyancer. He had been for twenty years a bencher of Gray's-inn, and he was treasurer of that society in 1873. Mr. Tatham was buried at Highgate Cemetery on the 21st ult. He was married in 1837 to the only daughter of Mr. Thomas Clarke.

### SIR THOMAS BAKER.

Sir Thomas Baker, solicitor, of Manchester, died at his residence, Sherton House, Old Trafford, on the 17th ult., in his seventy-sixth year. Sir T. Baker was born at Birmingham in 1810. He was educated at King Edward's School, Birmingham, and he went through a theological course at Manchester New College, but afterwards abandoned divinity for law. He was admitted a solicitor in 1840, and had practised for about forty-five years at Manchester. He became president of the Manchester Law Association in 1865, and among his services to the legal profession may be mentioned his successful efforts to establish a Winter civil assize at Manchester, and his support of the scheme for amalgamating the Manchester and Salford Hundred Courts of Record. In acknowledgement of his exertions in accomplishing the latter reform he was entertained at a banquet by the Manchester Law Association, and was presented with a handsome service of silver dinner ornaments. In 1860 he was elected a member of the Manchester City Council as a representative of St. Anne's Ward, and in 1875 he became an alderman, which post he filled until his death. He was elected mayor of the city in 1880, and again in the following year, and in the latter year he received the Dukes of Edinburgh and Albany as his guests. He received the honour of knighthood in 1883. Sir T. Baker was for many years chairman of the Library Committee of the City Council, and had filled the office of honorary secretary to the Manchester Athenaeum. He was a commissioner of assessed and income taxes, and was formerly a member of the Manchester Board of Guardians. He was the author of several books and pamphlets on subjects of local interest. He was married to the daughter of Mr. Joseph Crook, of Bolton, but he became a widower in 1882. One of his sisters was the mother of the present Archbishop of Canterbury.

### MR. JOHN THOMPSON FITZADAM.

Mr. John Thompson Fitzadam, barrister, recorder of Wigan, died at 5, Phillimore-gardens, Kensington, on the 19th ult. Mr. Fitzadam was the eldest son of Mr. Adam Fitzadam, barrister, and was born in 1833. He was called to the bar at the Inner Temple in Hilary Term, 1859. He was a member of the Northern Circuit, and he had for some years a considerable criminal practice in Lancashire. In 1880 he was appointed recorder of the borough of Wigan, and he held that office till his death. Mr. Fitzadam was married in 1871 to the daughter of Mr. John Wood, of Colinsburgh, Fifeshire.

### SIR HENRY MORGAN VANE.

Sir Henry Morgan Vane, secretary to the Charity Commissioners, died at his residence, 74, Eaton-place, on the 22nd ult., in his seventy-eighth year. Sir H. Vane was the eldest son of Mr. John Henry Vane, and was born in 1808. He was called to the bar at the Inner Temple, in Easter Term, 1842, and he formerly practised in the Court of Chancery. He had been secretary to the Ecclesiastical Commissioners ever since the establishment of the Commission in 1853, and in 1883 he received the honour of knighthood in recognition of the value of his thirty years' public service. Sir H. Vane was heir-presumptive to the Barony of Barnard, in succession to the present Duke of Cleveland. He was married in 1853 to the second daughter of the Rev. Richard Farrer, rector of Astley, Northamptonshire. He was a deputy-lieutenant for the county of Durham. Sir H. Vane was buried at Astley on the 27th ult.

### MR. HENRY EDWARD ASTLEY.

Mr. Henry Edward Astley, solicitor, of Hungerford, died on the 19th ult., after a somewhat long illness. Mr. Astley was born in 1817. He was admitted a solicitor in 1840, and three years later he settled at Hungerford, where he had practised ever since. Mr. Astley had an extensive private practice, and he held several public appointments. He had been for many years town clerk of Hungerford, and he was also clerk to the county magistrates, registrar of the Hungerford County Court (Circuit No. 45), clerk to the Hungerford Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and superintendent-registrar for the Hungerford district.

### MR. WILLIAM GILBERTSON.

Mr. William Gilbertson, solicitor, of Preston, died on the 18th ult. Mr. Gilbertson was born in 1828. He was admitted a solicitor in 1849, and he had since conducted a large and important practice at Preston. He had been for twelve years coroner for the Amounderness Hundred of Lancashire, and he was also registrar of the Palatine Court of Lancashire for the Preston District. Mr. Gilbertson carried through Parliament the Ribble Improvement Bill. He had been for several years an alderman for the borough of Preston, and chairman of the Ribble Committee in the town council. Mr. Gilbertson was formerly secretary to the North Lancashire Conservative Association, and he was agent for the late Sir John Holker in several borough elections.

## LEGAL APPOINTMENTS.

MR. JOHN BRYN ROBERTS, M.P., solicitor, of Bangor, has been elected President of the Anglesey and Carnarvonshire Law Society for the ensuing year. Mr. Roberts is the eldest son of Mr. Daniel Roberts, of Bangor, and was born in 1843. He was educated at Cheltenham Grammar School, and was admitted a solicitor in 1868. Mr. Roberts was elected M.P. for the Southern Division of Carnarvonshire in the Liberal interest in November, 1885.

THE EARL OF CHICHESTER has been elected Chairman of the Sussex Quarter Sessions.

THE RIGHT HON. GEORGE JOHN SHAW-LEFEVRE, barrister, who has been elected M.P. for the Central Division of the borough of Bradford in the Liberal interest, is the only son of the late Sir John George Shaw-Lefevre, K.C.B., and was born in 1832. He was educated at Eton and at Trinity College, Cambridge, where he graduated as a junior optime in 1853. He was called to the bar at the Inner Temple in Easter Term, 1856, and he formerly practised on the Home Circuit and at the Surrey Sessions. Mr. Shaw-Lefevre was M.P. for Reading in the Liberal interest from 1863 till the last General Election. He was Civil Lord of the Admiralty for a few months in 1866, Secretary to the Board of Trade from December, 1868, till January, 1871, Under-Secretary of State for the Home Department from January till March, 1871, Secretary to the Admiralty from March, 1871, till February, 1874, and from April till November, 1880, when he was appointed First Commissioner of Works and Public Buildings and was sworn in as a Privy Councillor. He was Postmaster-General from November, 1884, till June, 1885. Mr. Shaw-Lefevre is a bencher of the Inner Temple.

MR. THOMAS LATHAM, solicitor, of Crewe, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. ANDREW JAMESON, advocate, has been appointed Sheriff of Roxburghshire, Selkirkshire, and Berwickshire.



Mr. ALEXANDER REDMAYNE BALDWIN, solicitor (of the firm of Proctor & Baldwin), of Burnley, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN HARPER SCAIFE, barrister, has been appointed Honorary Secretary to the Legislative Committee of the Church of England Temperance Society. Mr. Scaife is the eldest son of Mr. John Scaife, and was born in 1854. He was called to the bar at the Middle Temple in May, 1884, and he practises in the Chancery Division.

Mr. HENRY DODD, solicitor (of the firm of Messrs. T. & H. Dodd), of Preston, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

#### DISSOLUTION OF PARTNERSHIP.

THOMAS CAVE HALL and FRANK TAYLOR, solicitors (Hall & Taylor), Deal.  
April 22. [*Gazette*, April 27.]

#### NEW ORDERS, &c.

##### COSTS IN COUNTY COURT ACTIONS AND MATTERS.

[The following are the scales of costs in the appendix to the County Court Rules, 1886:—]

COSTS to be paid to SOLICITORS in ACTIONS and MATTERS, as well between PARTY and PARTY as between SOLICITOR and CLIENT, where the AMOUNT RECOVERED exceeds £2 and does not exceed £10.

##### LOWER SCALE.

1. Where the particulars and copies are signed by a solicitor, and the amount claimed exceeds £2 and does not exceed £5, there may be entered upon an ordinary summons, and upon a default summons, FOUR SHILLINGS, unless the latter is to be served by a solicitor, when SEVEN SHILLINGS shall be entered.

2. Where the particulars and copies are signed by a solicitor, and the amount claimed exceeds £5 and does not exceed £10, there may be entered upon an ordinary summons, and upon a default summons, EIGHT SHILLINGS, unless the latter is to be served by a solicitor, when THIRTEEN SHILLINGS shall be entered.

3. Where the amount recovered exceeds £2 and does not exceed £5, a solicitor for a plaintiff shall be allowed for preparing for and attending trial, or upon an application for a new trial, SEVEN SHILLINGS, and, where the sum recovered exceeds £5 and does not exceed £10, TEN SHILLINGS.

4. Where the amount claimed is paid into court in less than five clear days before the return day, there may, if the Judge so orders, be allowed to the solicitor, upon his application, FIVE SHILLINGS, or such portion of the fees for preparing for and attending trial as the Judge may under the circumstances direct.

5. Where the amount claimed exceeds £2 and does not exceed £10, there shall be allowed to a solicitor, for entering up judgment on a default summons, THREE SHILLINGS and FOURPENCE.

6. Where the amount claimed exceeds £2 and does not exceed £5, the solicitor shall be allowed, for instructions preparing defence and attending trial, TEN SHILLINGS, and, where the sum claimed exceeds £5 and does not exceed £10, FIFTEEN SHILLINGS, or upon an application for a new trial, SEVEN or TEN SHILLINGS, according to the amount claimed.

7. Where the action is tried by the Judge with or without a jury, the costs of preparing for and attending trial may be increased to a sum not exceeding ONE POUND, on a special order of the Judge in such action to be entered in the Minute Book, setting forth the reason of the increase.

8. The Judge may in like actions by special order to be entered in the Minute Book allow a fee of £1 3s. 6d. for the employment of a Counsel.

9. Where a trial is adjourned by the court for want of time, one half of the fees mentioned in clauses three and six may be allowed in respect of that day's attendance if the Judge shall so direct.

10. In the case of a plaintiff where the amount recovered, or in the case of a defendant where the amount claimed, exceeds £2 and does not exceed £5, the solicitor shall be allowed for attending court when the action is referred THREE SHILLINGS, for attending before the arbitrator TEN SHILLINGS, and for attending court entering judgment upon the award THREE SHILLINGS, and where the amount claimed or recovered exceeds £5 and does not exceed £10 the sums of SIX SHILLINGS, FIFTEEN SHILLINGS, and SIX SHILLINGS respectively shall be allowed.

N.B.—No other costs are to be allowed than the above where the amount claimed does not exceed £10, unless the Judge certifies under section 5 of the County Courts (Costs and Salaries) Act, 1882.

COSTS to be paid to SOLICITORS in ACTIONS and MATTERS, as well between PARTY and PARTY as between SOLICITOR and CLIENT, where the SUBJECT MATTER or the SUM RECOVERED exceeds £10.

##### HIGHER SCALE.

Where the Subject Matter or the Sum recovered exceeds  
£ s. d. £ s. d. £ s. d.  
10 0 0 20 0 0 Exceeds  
and does not exceed 100 0 0  
20 0 0 100 0 0

A. B. C.  
s. d. s. d. s. d.

- Plaint, Particulars, Summonses, and Notices.*
1. Preparing particulars of claim, petition, or counter claim, including necessary copies where the claim is a liquidated demand; provided that such particulars and copies are signed by the solicitor. . . . . 0 4 0 0 7 0 0 7 0
  2. The like in all other claims. . . . . 0 6 0 0 12 0 0 15 0
  3. Preparing further particulars, when same required by defendant under Order VI., Rule 8, including copy to file, when signed by the solicitor . . . . . 0 2 0 0 3 0 0 5 0  
Or, per folio . . . . . 0 0 8 0 0 8 0 0 8
  4. Summons to witness, including attending, obtaining leave to serve same, and to seal. . . . . — 0 2 0 0 3 0
  5. Summons in Chambers, including sealing and copy for service. . . . . — 0 2 0 0 3 0

##### Notices.

6. Preparing notice to produce or admit, or to admit facts, and one copy. . . . . 0 3 0 0 4 0 0 5 0
7. If special or necessarily long, such allowance as the registrar shall think proper, not exceeding per folio. . . . . — 0 0 8 0 0 8
8. For preparing notice of motion or of application to the court, including copy to file. . . . . 0 3 0 0 4 0 0 5 0
9. If exceeding five folios, at per folio, including copy to file. . . . . — 0 1 0 0 1 0
10. For preparing notice of any application in Chambers to Judge or Registrar, not being an *ex parte* application, including copies to file and serve. . . . . — 0 2 0 0 3 0
11. For preparing any other necessary or proper notice, or demand, not otherwise provided for, including copies to file and serve. . . . . — 0 1 6 0 1 6
12. Or if special, and necessarily exceeding three folios, for each folio beyond three, including copy to file. . . . . — 0 1 0 0 1 0

##### Services.

13. Service of a summons (not being a judgment summons), notice, or document required by statute or rule to be served personally, including copy. . . . . 0 5 0 0 5 0 0 5 0
14. If served at a distance of more than two miles from the nearest place of business of the solicitor serving the same, for each mile beyond such two miles therefrom, but not to exceed ten miles. . . . . 0 0 6 0 0 6 0 0 6
15. When substituted service ordered, in addition, to include all costs of attendances, making appointment to serve, drawing, engrossing, attending to swear, and to file all affidavits, and the fees paid for oath, and obtaining order. . . . . 0 10 0 1 0 0 1 5 0
16. Service of a summons upon a witness, including copy. . . . . — 0 2 0 0 3 0
17. Service of any summons, interrogatories, order, notice, or demand on the solicitor or party, if not authorised to be served by post. . . . . — 0 2 6 0 2 6
18. If authorised to be served by post. . . . . — 0 1 6 0 1 6

N.B.—Where any two or more summonses, orders, interrogatories, notices or demands have or could have been served together, one fee only for service is to be allowed.

##### Instructions.

19. To sue or defend, or for a petition. . . . . 0 3 4 0 6 8 0 13 4
  20. For counter claim. . . . . 0 3 4 0 6 8 0 13 4
  21. For interrogatories for the examination of a witness. . . . . — 0 5 0 0 6 8
  22. For affidavit in answer to interrogatories or other special affidavits. . . . . — 0 5 0 0 6 8
  23. For brief on trial of action, where counsel employed, such fee as the registrar may think fit, having regard to all the circumstances of the case, not exceeding. . . . . — 1 10 0 3 0 0
- Where no counsel employed, in lieu of last item:—





69. The like with counsel, if in court	—	0 6 8	{ 0 6 8 to 0 13 4 0 6 8
70. To hear a deferred judgment	—	0 6 8	0 6 8
71. Before an arbitrator with counsel where action referred for each sitting	0 10 0	0 15 0	0 15 0
72. The like where no counsel employed for each sitting	0 15 0	1 1 0	1 1 0
73. Where sitting exceeds three hours for every additional hour	0 5 0	0 6 8	0 10 0
74. On taxation of the costs of the action or matter after trial or hearing	0 3 4	0 6 8	{ 0 6 8 to 0 13 4
75. On taxation of any costs allowed by order of Judge, where such taxation necessarily takes place at some time other than at the time the order giving the costs sought to be taxed was made, to include drawing, bill, copies, notice, and service	—	0 4 0	0 6 0

*Fees to Counsel.*

76. With brief, sum paid not to exceed	2 4 6	3 5 6	5 10 0
77. On conference, when allowed by Judge	—	1 6 0	2 7 0
78. Where the trial lasts more than one whole day or is adjourned for want of time, further consideration, or upon payment of the costs of the day, a refresher may be allowed by order of Judge not exceeding	1 3 6	1 3 6	{ 1 3 6 to 2 4 6
79. To make or oppose any application or motion in court if Judge certifies for counsel	—	1 3 6	2 4 6
80. In actions or matters of an equitable nature for settling particulars, statement of defence, interrogatories, or other matters required in the course of any action or matter, if specially allowed at the trial or hearing by the Judge	—	1 3 6	1 3 6
81. Advising on evidence, if specially allowed at the trial or hearing by the Judge	—	1 3 6	2 4 6

*Plans, Models, &c.*

82. Plans, charts, or models for use of Judge at trial, if allowed by Judge, not exceeding	1 1 0	2 2 0	2 2 0
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*Letters, &c.*

83. Letter before action	0 3 6	0 3 6	0 3 6
84. Letters (to be allowed once only in an action or matter)	—	0 5 0	0 5 0
85. Circular letters	—	0 1 0	0 1 0

[Costs for searches for certificates of births, marriages, and deaths which the Registrar may, upon taxation, think necessary, such sum as the Registrar shall deem reasonable.]

86. Oaths, sum paid	—	—	—
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In Actions where a perpetual injunction is claimed, the Judge, in granting or refusing the same, may direct under which Scale the Costs shall be taxed.

Costs not sanctioned by the scale are not to be allowed; and, with the exception of the costs of a new trial, an appeal, an interpleader, a summons under Order XXX., Rule 10, or any costs allowed by the Judge under Order L., Rule 12, no costs, as between the parties to an action, are to be allowed for any proceeding taken or act done after judgment.

Where the costs of a defendant are being taxed, the word "recovered," wherever it occurs in the scale, means "claimed."

The costs on actions under sections 11 or 12 of the County Courts Act, 1867, shall be taxed on the higher scale, Column B., unless ordered by the Judge to be taxed on Column C.

The "subject matter" in an interpleader proceeding shall mean—(1) in the case of a claimant, the amount of the value of the goods, his claim to which is allowed, plus the amount of the damage (if any) adjudged; (2) in the case of an execution creditor, the amount of the value of the goods seized, plus the amount of the damage claimed; and (3) in the case of a High Bailiff, the amount of the damages claimed.

**TOTAL OF ITEMS OF COSTS** to be entered on SUMMONSES for AMOUNTS exceeding £10, where the particulars and copies are signed by the Solicitor.

The total amount to be entered on an ORDINARY SUMMONS shall be the following and no more—viz. :—

		s. d.	£ s. d.
Where the amount sought to be recovered exceeds £10 and does not exceed £20, and the claim is a debt or liquidated demand	{ Item 1 " 19 " 44 " 83	{ 4 0 3 4 3 4 3 6	{ 0 14 2 14 2 14 2 16 2

In other claims	{ Item 2 " 19 " 44 " 83	{ 6 0 3 4 3 4 3 6	{ 0 16 2 16 2 16 2 18 2
Where the amount sought to be recovered exceeds £20 and does not exceed £100, and the claim is a debt or liquidated demand	{ Item 1 " 19 " 44 " 83	{ 7 0 6 8 6 8 3 6	{ 1 3 10 13 10 13 10 16 2
In other claims	{ Item 2 " 19 " 44 " 83	{ 12 0 6 8 6 8 3 6	{ 1 8 10 18 10 18 10 21 2
Where the amount sought to be recovered exceeds £100, and the claim is a debt or liquidated demand	{ Item 1 " 19 " 44 " 83	{ 7 0 13 4 6 8 3 6	{ 1 10 6 110 6 110 6 14 2
In other claims	{ Item 2 " 19 " 44 " 83	{ 15 0 13 4 6 8 3 6	{ 1 18 6 118 6 118 6 122 2

The total amount to be entered on a DEFAULT SUMMONS shall be the following and no more, viz. :—

		s. d.	£ s. d.
Where the amount sought to be recovered exceeds £10 and does not exceed £20 and service is to be made by a bailiff	{ Item 1 " 19 " 33 " 44 " 83	{ 4 0 3 4 4 0 3 4 3 6	{ 0 18 2 18 2 18 2 21 2 23 2
Where service is to be made by a solicitor	{ Item 1 " 13 " 19 " 33 " 34 " 44 " 83	{ 4 0 5 0 3 4 4 0 3 4 3 6	{ 1 6 6 16 6 16 6 20 6 23 2 25 2
Where the amount sought to be recovered exceeds £20 and does not exceed £100 and service is to be made by a bailiff	{ Item 1 " 19 " 33 " 44 " 83	{ 7 0 6 8 6 8 6 8 3 6	{ 1 10 6 110 6 110 6 114 2 117 2
Where service is to be made by a solicitor	{ Item 1 " 13 " 19 " 33 " 34 " 44 " 83	{ 7 0 5 0 6 8 6 8 5 0 6 8 3 6	{ 2 0 6 20 6 24 2 27 2 32 2 38 2 41 2
Where the amount sought to be recovered exceeds £100 and service is to be made by a bailiff	{ Item 1 " 19 " 33 " 44 " 83	{ 7 0 13 4 6 8 6 8 3 6	{ 1 17 2 117 2 121 2 125 2 128 2
Where service is to be made by a solicitor	{ Item 1 " 13 " 19 " 33 " 34 " 44 " 83	{ 7 0 5 0 6 8 6 8 5 0 6 8 3 6	{ 2 7 2 27 2 31 2 35 2 40 2 46 2 49 2

N.B.—When the amount sought to be recovered exceeds £10, Items 14 and 15 may be added where the service for which each of them is given is performed.

[NOTE.—Upon judgment being entered upon a default summons for a sum exceeding £10, only Item 54 is to be allowed in addition to the above.]

## LEGAL NEWS.

Arrangements are in progress for the opening of a telephone office at the Royal Courts of Justice for the convenience of barristers, solicitors, and other subscribers who may have business there. The office, which will be situated in the North Court Corridor, between the Lord Chancellor's Court and Chancery Court III., is expected to be completed and opened very shortly.

The *Albany Law Journal* reports a lecture by Mr. Clement Carpenter, of Toledo, Ohio, in which he draws special attention to the decorum observed in the courts of Chili. "In Chili," he says, "they seem to be able to transact legal proceedings without elevating their feet above their heads and sighting the judge over the toes of their boots. The Chilian lawyers do not, when in the heat of argument, support themselves by grasping the furniture nearest within reach; nor by planting a foot upon a chair placed in front; and, strange to say, no matter what the temperature, the Chilian bar never appear in their shirt-sleeves during the trial of cause. As tobacco chewing is not a national custom with them, spittoons form no part of the interior ornamentation of their court rooms. It is also possible for a Chilian lawyer to argue a law point without taking a dray load of law books along with him."





Chancery Court, II.  
Ma. Justice NORTH.

Tues. May 4  
Wed. .... 5  
Thurs. .... 6  
Friday .... 7  
Saturday .. 8  
Monday .... 10  
Tues. .... 11  
Wed. .... 12  
Thurs. .... 13  
Friday .... 14  
Saturday .. 15  
Monday .... 17  
Tues. .... 18  
Wed. .... 19  
Thurs. .... 20  
Friday .... 21  
Saturday .. 22  
Monday .... 24  
Tues. .... 25  
Wed. .... 26  
Thurs. .... 27  
Friday .... 28  
Saturday .. 29  
Monday .... 31  
Tues. June 1  
Wed. .... 2  
Thurs. .... 3  
Friday .... 4  
Saturday .. 5  
Monday .... 7  
Tues. .... 8  
Wed. .... 9  
Thurs. .... 10  
Friday .... 11

Lord Chancellor's Court.  
Ma. Justice PEARSON.

Tues. May 4. Mot. & adj. sumps

Wednesday 5 } General paper.  
Thursday .. 6 }  
Friday .... 7 } Mot. and adj. sumps  
Saturday .. 8 } Sht. caus. pels. adj. sumps.  
Monday .... 10 }  
Tues. .... 11 } General paper.  
Wed. .... 12 }  
Thursday .. 13 }  
Friday .... 14 } Mot. & adj. sumps.  
Saturday .. 15 } Sht. caus. pels. adj. sumps.  
Monday .... 17 }  
Tues. .... 18 }  
Wednesday .. 19 } General paper.  
Thursday .. 20 }  
Friday .... 21 } Mot. & adj. sumps.  
Saturday .. 22 } Sht. caus. pels. adj. sumps.  
Monday .... 24 }  
Tues. .... 25 } General paper.  
Wed. .... 26 }  
Thursday .. 27 }  
Friday .... 28 } Mot. & adj. sumps.  
Saturday .. 29 } Sht. caus. pels. adj. sumps.  
Monday .... 31 }  
Tues. June 1 } General Paper  
Wed. .... 2 }  
Thursday .. 3 }  
Friday .... 4 } Mot. and adj. sumps  
Saturday .. 5 } Sht. caus. pels. adj. sumps  
Monday .... 7 }  
Tues. .... 8 } General paper  
Wednesday 9 }  
Thursday .. 10 }  
Friday .... 11 } Motions

Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

## QUEEN'S BENCH DIVISION.

The following arrangements have been made by the judges of the Queen's Bench Division for transacting the business arising in that division during the ensuing Easter Sittings, when the spring assizes are over:—viz. Three courts will sit in *Banc* daily, the first of which will consist of Huddleston, B., and Manisty and Hawkins, JJ.; the second will be formed of Lord Coleridge, C.J., and Cave and A. L. Smith, JJ., and the third of Day and Wills, JJ. Six courts will be formed for the trial of special and common jury actions and causes set down to be tried without juries, the judges appointed for that purpose being Pollock, B., and Grove, Denman, Field, Stephen, and Mathew, JJ. Grantham, J., will be the judge in attendance at judges' chambers.

## ROTA OF QUEEN'S BENCH DIVISION MASTERS.

The following is the rota of masters of the Queen's Bench Division, who will be in attendance at chambers during the ensuing Easter Sittings:—viz. For hearing summonses under the letters A to F.—Mondays, Wednesdays, and Fridays, Master Gordon; Tuesdays, Thursdays, and Saturdays, Master Sir F. Pollock. G to N.—Mondays, Wednesdays, and Fridays, Master Hodgson; Tuesdays, Thursdays, and Saturdays, Master G. Pollock. O to Z.—Mondays, Wednesdays, and Fridays, Master Manly-Smith; Tuesdays, Thursdays, and Saturdays, Master Francis.

## THE NORTHERN CIRCUIT.

The following arrangements have been made by the judges (Huddleston, B., and Grantham, J.) for holding the ensuing spring assizes on the Northern Circuit:—viz. The commissions will be opened at Carlisle on Tuesday, May 4; at Manchester on Friday, May 7; and at Liverpool on Wednesday, May 19. Business will commence at each place on the day after the commission day at the following times:—viz. At 10.30 at Manchester and at 11 at Carlisle and Liverpool. There will be no civil business at Carlisle. At Manchester and Liverpool there will be both civil and criminal business. In pursuance of rule 4 of the Rules of the Supreme Court, October, 1884, causes can now be entered with the associate, at his office, Chapel-street, Preston, or at the district registries, during office hours, at any time not less than seven days before the commission day. No later entry will be allowed except by leave of a judge going this circuit, or by order of a judge at chambers, subject to the consent of a judge going this circuit. The trial of special jury cases will begin at Manchester on Tuesday, May 11, and at Liverpool on Saturday, May 22, at the sitting of the court at each place. The associate's fees must be paid in judicature stamps.

## COMPANIES.

WINDING-UP NOTICES.  
JOINT STOCK COMPANIES.

CHOC SUGAR FACTORY COMPANY, LIMITED.—Creditors are required, on or before June 31, to send their names and addresses, and the particulars of their debts or claims, to Mr John Francis Clarke, 41, Coleman st. Monday, July 5 at 12, is appointed for hearing and adjudicating upon the debts and claims.  
HIGHAM CREEK BRICK COMPANY, LIMITED.—By an order made by Kay, J., dated April 17, it was ordered that the company be wound up. Shaw and Tremellen, Gray's inn sq, agents for Mitchell, Gravesend, solicitor for the petitioners

MACHIN IRON AND TIN PLATE COMPANY, LIMITED.—By an order made by Bacon, V.C., dated April 17, it was ordered that the company be wound up. Le Brasseur and Oakley, New ct, agents for Stone and Co. Bath.

NORTH WESTERN RAILWAY OF MONTE VIDEO COMPANY, LIMITED.—Debenture holders are required, on or before July 13, to send by post, to Frederick Whimney, 8, Old Jewry, their Christian and surnames, addresses and descriptions, and the full particulars of the debentures held by them, and the sums claimed in respect thereof. Every person holding any debenture is to produce the same before Mr John William Hawkins, Chief Clerk to Mr Justice Chitty, at his chambers, Royal Courts, on Monday, July 26 at 12.

PLUMPTON COURSEING COMPANY, LIMITED.—Kay, J., has fixed Thursday, May 6 at 12, at his chambers, for the appointment of an official liquidator.

STARBUCK CAR AND WAGON COMPANY, LIMITED.—Petition for winding up, presented April 21, directed to be heard before Bacon, V.C., on Saturday, May 8. Gregory and Co, Bedford row, agents for Hill and Co, Liverpool, solicitors for the petitioners.

STEAM SUPPLY ASSOCIATION, LIMITED.—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Mr Sam Mosley, 104, King st, Manchester. Tuesday, June 1 at 11, is appointed for hearing and adjudicating upon the debts and claims.

SULYMAN AND SHEERBOB TRADING COMPANY, LIMITED.—Kay, J., has fixed Wednesday, May 5 at 11, at his chambers, for the appointment of an official liquidator.

[Gazette, April 23.]

## UNLIMITED IN CHANCERY.

FINSBURY LOAN COMPANY.—Chitty, J., has, by an order dated March 12, appointed George Gregson, 7, Eastcheap, to be official liquidator. Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to the above. June 8 at 11, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, April 27.]

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

OKA INSURANCE COMPANY, LIMITED.—The Vice-Chancellor has, by an order dated March 9, appointed Daniel Charles Bagshaw, 28, Brown st, Manchester, to be official liquidator. Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, May 28 at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, April 23.]

## FRIENDLY SOCIETIES DISSOLVED.

COURT DUKE'S HEAD OF LOYAL INDEPENDENT FORESTERS, Duke's Head Inn, Albion rd, Twickenham. April 17

[Gazette, April 23.]

## CREDITORS' CLAIMS.

## CREDITORS UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

BLANCHARD, WILLIAM HENRY WILLS, Poole, Dorset, Ironmonger. May 3 Farmer v Blanchard, Pearson, J. Travers, Poole.  
HARE, WILLIAM CAMPBELL, Caledonian rd, Wholesale Dairyman. May 15. Swift v Hare, Bacon, V.C. Warner, Quality ct, Chancery lane.  
THOMPSON, CHARLES JOHN, Fairlaw, Woodberry Down, Finsbury park, Builder. May 11. London and County Banking Company v Thompson, Pearson, J. Keith, Ely place, Holborn.  
TIMMINS, MARY, Clifton, Gloucester. May 11. Hadley v Griffiths, Chitty, J. Horton, Birmingham.  
WILCOCK, JANE MARGARET, Penrith, Cumberland. May 1. Lynch v Sarginson, Pearson, J. Armitson, Penrith.

[Gazette, April 13.]

## CREDITORS UNDER 22 &amp; 23 VICT. CAP 36.

## LAST DAY OF CLAIM.

ADDAMS-WILLIAMS, WILLIAM, Langibby Castle, Mon, J.P. May 31. Addams-Williams, Newport, Mon.  
ARMSTRONG, JOHN ATKINSON, Bayleap, Northumberland, Farmer. May 31. Dees and Thompson, Newcastle on Tyne.  
BANNING, JOHN JOHNSON, Liverpool, Solicitor. July 1. Keighley and Co, Liverpool.  
BARTER, WILLIAM, Wardour st, Herald Chaser. June 1. Lewin and Co, Southampton, Strand.  
BARTON, HENRY, Manchester, Stationer. June 10. Bullock and Worthington, Manchester.  
BERKS, WILLIAM, Hanley, Stafford, Wholesale Grocer. June 17. Bishop, Hanley.  
BUCKLEY, JAMES, Liverpool, General Broker. June 1. Morecroft and Winstanley, Liverpool.  
BUDD, PALMER, New York, America. May 17. Bedford and Co, Gt Tower st, Coventry.  
COVENTRY, HENRY AMELIUS BRADCLERE, Park st, Grosvenor sq, Esq. May 20. Leckie and Co, Lincoln's inn fields.  
COVENTRY, MILLIS, Fernside, Wandsworth common, Esq. May 31. Watney and Co, Lombard ct, Gracechurch st.  
DAVELL, JAMES SYDNEY, Rossett, nr Wrexham, Clerk. May 15. Robinson and Hilder, Jermyn st, St James's.  
DAVIS, JOHN, Bath, Baker. June 17. Simmons and Co, Bath.  
DIXON, JOHN SETH, Tunstall, Stafford, Chemist. May 1. Llewellyn and Ackrill, Tunstall.  
DUNN, GEORGE MATTHEW, Roade, Northampton, Land Agent. May 20. Howes and Percival, Northampton.  
FARMER, THOMAS, South Wolverhampton, Japanner. May 21. Hadley, Birmingham.  
HEAPE, LAURA, Fulham Palace rd. May 16. Frere and Co, Lincoln's inn fields.  
HEBAPATH, ALFRED NEWTON, Bristol, Merchant. May 31. Abbot and Co, Bristol.  
HOLGATE, JONAS, Halifax, Retired Farmer. May 17. Crossley, Halifax.  
MOSSMAN, CHARLES, Battledown, Bedford. May 1. Tanqueray, Woburn.  
NAVEIL, Commander LENOX, Southsea, Hants. May 20. Hallett and Spottiswoode, Craven st, Charing cross.  
PEACE, JOSEPH, Evesham, Worcester, out of business. May 21. New and Co, Evesham.  
PENNEY, HENRY, Upper Kennington lane, Oil and Colourman. May 31. Fairfoot and Co, Clement's inn.  
PENNYE, THOMAS JAMES STALLARD, Moore, Hereford, Esq. June 1. St Barbe and Co, Delahay st.  
PERCIVAL, LOUISA, Upper Park rd, Haverstock hill. June 1. Minet and Co, King William st.  
PESHOUSE, THOMAS, Shrewsbury, Salop. May 13. Clarke and Sons, Shrewsbury.  
PETHERBRIDGE, WILLIAM, Dagmar rd, Cumberwell, Gent. June 5. Layton and Co, Bridge row.  
POTTS, MARY ANN, Colverton, Nottingham. May 20. Maltry, Mansfield.  
RICHMOND, WILLIAM, Glenside, Kersal, Lancaster, Gent. June 14. Fox, Manchester.  
SIBLEY, HENRY, Marchmont st, Russell sq, Stationer. May 20. Robinson and son, Charterhouse sq.

**ROWLEY, THOMAS**, Lichfield, Doctor of Medicine. June 30. Barnes and Son, Lichfield.  
**SMITH, ELIZABETH MARY**, Christchurch st, Chelsea. May 16. Gover, Queen st, Cheapside.  
**SMITH, SMITH**, Bath, Gent. June 5. Simmons and Co, Bath.  
**SWELLING, THOMAS**, Lower Tulse hill, Surrey, Esq. May 18. Sandilands and Co, Fenchurch avenue.  
**STOVOLD, JOHN**, Commercial rd East, Ratcliff, Bootmaker. May 15. James Stovold, 4, Devonshire st, Islington.  
**TEWHITT, CHARLES**, Curzon st, Mayfair, Lieutenant-General. May 20. Turner, Sackville st.  
**SWIFT, EDMUND HENRY**, Sheffield, Banker's Clerk. June 5. Brown and Son, Sheffield.  
**WHITE, MARIA**, Liverpool. May 31. Martin and Co, Liverpool.  
*[Gazette, April 30.]*

## SALES OF ENSUING WEEK.

May 4.—Messrs. FULLER & FULLER, at the Mart, at 2 p.m., Leasehold Property (see advertisement, this week, p. 2.)  
 May 4.—Messrs. GLASIER & SONS, at the Mart, at 2 p.m., Ground-rents (see advertisement, this week, p. 2.)  
 May 5.—Mr. F. PAYNE, at the Mart, at 2 p.m., Freehold Properties (see advertisement, April 17, p. 4.)  
 May 7.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 2.)

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

**TREMLET**.—April 24, at 6, Birchington-road, West Hampstead, the wife of T. D. Tremlett, barrister, of a son.

## MARRIAGE.

**GENT-RANDALL**.—April 26, at the British Embassy, Paris, John Gent, of Lincoln's-inn, barrister-at-law, to Harriet Frankland, daughter of the late Mr. Edward Randall, Lodgers, Dorset.

## DEATH.

**KINNS**.—April 27, at 12, Vaughan-road, Coldharbour-lane, S.E., Edward Kinns, solicitor, aged 46.

**FEE, TWO GUINEAS**, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

**FURNISH ON NORMAN & STACEY'S HIRE PURCHASE SYSTEM**, 1, 2, or 3 years; the best system; 60 wholesale firms. Offices, 79, Queen Victoria-street E.C. Branches at 121, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[ADVT.]

## LONDON GAZETTES.

## BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

FRIDAY, April 23, 1886.

**Findlay, James, Donald James Morrison**, and **Logan Lewis Downes**, Lime st, Merchants. April 15.

## THE BANKRUPTCY ACT, 1869.

FRIDAY, April 23, 1886.

## RECEIVING ORDERS.

**Allen, Walter B.**, Maddox st, Regent st, Warehouseman. High Court. Pet Mar 31. Ord Apr 20. Exam May 26 at 11.30 at 34, Lincoln's inn fields.  
**Ambery, Martha**, Stockport, Cheshire, Tailor. Stockport. Pet Apr 13. Ord Apr 20. Exam May 26 at 11.30.  
**Ascroft, Peter**, Bishopgate st Within, Timber Merchant. High Court. Pet Apr 21. Ord Apr 21. Exam May 26 at 11.30 at 34, Lincoln's inn fields.  
**Avery, Richard**, Bledlow, Buckinghamshire, Coal Merchant. Aylesbury. Pet Apr 20. Ord Apr 20. Exam May 12 at 11.30 at County hall, Aylesbury.  
**Banning, Stanley**, Nicholas lane. High Court. Pet Mar 31. Ord Apr 20. Exam May 26 at 11.30 at 34, Lincoln's inn fields.  
**Barton, John Alston**, Blackburn, Lancashire, out of business. Blackburn. Pet Apr 6. Ord Apr 20. Exam May 11 at 11.30.  
**Basford, Ebenezer**, Northampton, Builder. Northampton. Pet Apr 21. Ord Apr 21. Exam May 11.  
**Beckerleg, Arthur James**, jun, Redruth, Cornwall, Baker. Truro. Pet Apr 20. Ord Apr 21. Exam May 13 at 11.  
**Bingham, Marrian Sarah**, Sheffield, Tobacconist (Spinster). Sheffield. Pet Apr 20. Ord Apr 20. Exam May 6 at 11.30.  
**Blackwell, Alfred**, Drayton pk, Holloway, Dairyman. High Court. Pet Apr 21. Ord Apr 21. Exam June 2 at 11.30 at 34, Lincoln's inn fields.  
**Braham, Frederick**, Liverpool, Tailor. Liverpool. Pet Apr 20. Ord Apr 20. Exam May 6 at 12 at Court house, Government bldgs, Victoria st, Liverpool.  
**Brittan, Henry**, Hucknall Torkard, Nottinghamshire, Baker. Nottingham. Pet Apr 20. Ord Apr 20. Exam May 18.  
**Brown, Thomas John**, Amble, Northumberland, Innkeeper. Newcastle on Tyne. Pet Apr 20. Ord Apr 20. Exam May 4.  
**Bull, William Franklin**, Swansea, Wine Merchant. Swansea. Pet Apr 19. Ord Apr 19. Exam May 26.  
**Cockson, William Charles**, Worship st, Finsbury sq, Grocer. High Court. Pet Apr 21. Ord Apr 21. Exam June 1 at 11.30 at 34, Lincoln's inn fields.  
**Colley, Thomas**, Whitley, Northumberland, Grocer. Newcastle on Tyne. Pet Apr 5. Ord Apr 30. Exam May 4.  
**Daykin, Charles Edward**, Sheffield, Cabinet Case Maker. Sheffield. Pet Apr 16. Ord Apr 20. Exam May 6 at 11.30.  
**De Buck, Catherine**, Newcastle on Tyne, Dressmaker. Newcastle on Tyne. Pet Apr 21. Ord Apr 21. Exam May 4.  
**Durant, George**, and **Elliot Baxter Hedley**, Boston, Lincolnshire, Auctioneers. Boston. Pet Apr 21. Ord Apr 21. Exam June 10 at 2.  
**Edmonds, Edmund**, Birmingham, Manchester Warehouseman. Birmingham. Pet Apr 21. Ord Apr 21. Exam May 21 at 2.  
**Foulstone, Thomas**, Brampton lane, New Wombwell, nr Barnsley, Grocer. Barnsley. Pet Apr 20. Ord Apr 20. Exam May 27 at 11.30.  
**Freedm an, Barnett**, Bristol, Picture Dealer. Bristol. Pet Apr 19. Ord Apr 19. Exam May 31 at 12 at Guildhall, Bristol.  
**Gore, William Henry**, Hereford, Rope-maker. Hereford. Pet Apr 20. Ord Apr 20. Exam May 14.  
**Grindley, Samuel**, Salop, Painter. Leominster. Pet Apr 19. Ord Apr 20. Exam May 13.

**Gunton, George Arthur**, Teddington, Mercantile Clerk. High Court. Pet Mar 26. Ord Apr 21. Exam May 28 at 1 at 34, Lincoln's inn fields.  
**Hancock, John**, Wood st, Cheapside, Stationer. High Court. Pet Apr 19. Ord Apr 19. Exam May 28 at 12.30 at 34, Lincoln's inn fields.  
**Hann, Frederick**, Old Windsor, Berks, Builder. Windsor. Pet Apr 16. Ord Apr 17. Exam May 22 at 12.  
**Hazelby, Margaret Joan**, and **Rose Annie Hazelby**, Tonymandy, Glamorganshire, Boot Dealers. Pontypridd. Pet Apr 19. Ord Apr 20. Exam May 11 at 2.  
**Hewines, John Thomas**, Walsall, Staffordshire, Baker. Walsall. Pet Apr 19. Ord Apr 19. Exam May 3.  
**Howatson, George S.**, Bucksbury, Engineer. High Court. Pet Mar 30. Ord Apr 21. Exam May 28 at 1 at 34, Lincoln's inn fields.  
**Jardine, Robert John**, Luton, Bedfordshire, Straw Hat Manufacturer. Luton. Pet Apr 12. Ord Apr 21. Exam May 27 at 2 at Court house, Luton.  
**Johnson, John Foster**, Kirkburton, nr Huddersfield, Solicitor. Huddersfield. Pet Apr 20. Ord Apr 21. Exam May 8 at 10.30.  
**Joy, Charles Peck**, Marsh, Huddersfield, Riding Master. Huddersfield. Pet Apr 19. Ord Apr 19. Exam May 8 at 10.30.  
**Kendall, Charles**, Market Rasen, Lincolnshire, Builder. Lincoln. Pet Apr 13. Ord Apr 19. Exam May 12 at 2.30.  
**Le Telfier, Joseph**, Aston, Warwickshire, Warehouseman. Birmingham. Pet Apr 20. Ord Apr 20. Exam May 20 at 2.  
**Lyle, Emily A.**, Cross lanes, nr Helston, Cornwall, Spinster. Truro. Pet Jan 5. Ord Apr 17. Exam May 13 at 11.  
**Matthews, Henry**, Hereford, Ostler. Hereford. Pet Apr 19. Ord Apr 19. Exam May 14.  
**Mills, Charles**, Rochdale, Lancashire, Smallware Dealer. Oldham. Pet Apr 19. Ord Apr 19. Exam May 18 at 12.  
**Mitchley, Samuel**, Hunstanton, Norfolk, Tailor. King's Lynn. Pet Apr 21. Ord Apr 21. Exam May 14 at 11 at Court house, King's Lynn.  
**Pope, Edward Collin**, Falmouth, Salmaker. Truro. Pet Apr 19. Ord Apr 19. Exam May 13 at 11.  
**Prince, Samuel**, Walsall, Staffordshire, Grocer. Walsall. Pet Apr 17. Ord Apr 19. Exam May 3.  
**Prosser, Thomas James**, Aberystwyth, Mon, Labourer. Newport, Mon. Pet Apr 12. Ord Apr 21. Exam May 5 at 11.  
**Pullen, James**, Falmouth, Cornwall, Nurseryman. Truro. Pet Apr 20. Ord Apr 20. Exam May 13 at 11.  
**Ractiffe, Enoch**, Woodchester, Gloucestershire, Farmer. Gloucester. Pet Apr 21. Ord Apr 21. Exam June 15.  
**Randall, T.**, Cambridge pl, Praed st, Paddington, Builder. High Court. Pet Apr 3. Ord Apr 17. Exam June 3 at 11.30 at 34, Lincoln's inn fields.  
**Reed, Stockdale**, Bedford, Yorks, Farmer. Kingston upon Hull. Pet Apr 13. Ord Apr 20. Exam May 10 at 2 at Court house, Townhall, Hull.  
**Richards, Jeremiah**, and **Hannah Richards**, West Bromwich, Staffordshire, Licensed Victuallers. Oldbury. Pet Apr 19. Ord Apr 19. Exam May 17.  
**Robson, Thomas Hood**, Stratford, Essex, Timber Merchant. High Court. Pet Apr 21. Ord Apr 21. Exam June 1 at 12 at 34, Lincoln's inn fields.  
**Rose, John William**, Stafford, Innkeeper. Stafford. Pet Apr 19. Ord Apr 19. Exam May 5 at 12 at Shirehall, Stafford.  
**Rowe, John**, Malvern rd, Kilburn, Lamp Maker. High Court. Pet Apr 20. Ord Apr 20. Exam June 1 at 11.30 at 34, Lincoln's inn fields.  
**Schumacher, Bernard**, and **Julius Gustavus Schultz**, Fenchurch st, Rice Merchants. High Court. Pet Apr 7. Ord Apr 19. Exam June 1 at 11.30 at 34, Lincoln's inn fields.  
**Sheaf, Samuel**, Southampton street, Camberwell, Timber Merchant. High Court. Pet Apr 3. Ord Apr 19. Exam May 25 at 11.30 at 34, Lincoln's inn fields.  
**Smithard, Edward**, Derby, out of business. Derby. Pet Apr 19. Ord Apr 19. Exam May 3 at 10.  
**Stanhope, F. W. Spencer**, Chelsfield, Kent, Captain in the Army. High Court. Pet Apr 1. Ord Apr 19. Exam June 1 at 11.30 at 34, Lincoln's inn fields.  
**Stimson, John**, Ossulton st, Somers Town, Cabdriver. High Court. Pet Apr 19. Ord Apr 19. Exam June 1 at 11.30 at 34, Lincoln's inn fields.  
**Stone, Arthur**, Long Itchington, Warwickshire, Farm Manager. Warwick. Pet Apr 19. Ord Apr 19. Exam May 11.  
**Taylor, Joseph**, Bolton, Lancashire, Tin Plate Worker. Bolton. Pet Apr 21. Ord Apr 21. Exam May 10 at 11.  
**Thomas, Richard William**, Devonport, Greengrocer. East Stonehouse. Pet Apr 20. Ord Apr 20. Exam May 12 at 11.  
**Tucker, Frederick James Albert**, Bristol, Grocer. Bristol. Pet Apr 19. Ord Apr 20. Exam May 21 at 12 at Guildhall, Bristol.  
**Wallace, John**, Liverpool, Marble Mason. Liverpool. Pet Apr 21. Ord Apr 21. Exam May 6 at 12 at Court house, Government buildings, Victoria st, Liverpool.  
**Ward, Walter**, Bramley rd, Notting Hill, Draper. High Court. Pet Mar 27. Ord Apr 19. Exam May 25 at 11.30 at 34, Lincoln's inn fields.  
**Warsop, George**, and **Henry Walker Hill**, Nottingham, Engineers. Nottingham. Pet Apr 19. Ord Apr 19. Exam May 18.  
**Watson, Edward Johnson**, Jewin st, Costume Manufacturer. High Court. Pet Apr 20. Ord Apr 21. Exam June 1 at 12 at 34, Lincoln's inn fields.  
**Wells, Edgar**, Thorndon, Suffolk, Farmer. Ipswich. Pet Apr 16. Ord Apr 16. Exam May 13 at 11.  
**Weston, Thomas**, Leek, Staffordshire, Tailor. Macclesfield. Pet Apr 19. Ord Apr 19. Exam Apr 29 at 11.  
**Wilby, William**, Frederick William Wilby, and **William Herbert Smith Stacey**, Birmingham, Engineers. Birmingham. Pet Apr 16. Ord Apr 16. Exam May 18 at 2.  
**Wood, George**, Chancery lane, Manager of Builders' Trading Agency. High Court. Pet Jan 15. Ord Apr 19. Exam June 1 at 12 at 34, Lincoln's inn fields.  
**Worsick, Richard**, Elland, Yorks, Maltster. Halifax. Pet Apr 5. Ord Apr 19. Exam May 10.

The following amended notice is substituted for that published in the London Gazette of Apr 20.  
**Urch, Frank**, Cheltenham, Commercial Traveller. Cheltenham. Pet Apr 17. Ord Apr 17. Exam May 5 at 11.

## RECEIVING ORDER RESCINDED.

**Day, Walter Henry Horatio**, Grove Vale, East Dulwich, Physician. High Court. Receiv Ord Feb 26. Res Apr 1.

## FIRST MEETINGS.

**Aling and Company**, Ludgate circus, Forwarding Agents. May 10 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
**Ambery, Martha**, Stockport, Cheshire, Tailor. May 4 at 11.30. Official Receiver, County chambers, Market pl, Stockport.  
**Auty, Henry**, Dewsbury, Yorks, Grocer. Apr 30 at 4.30. Official Receiver, Bank chambers, Batley.  
**Axrod, John**, Barnabas, Henry st, Gray's inn, Builder. May 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
**Barton, John Alston**, Blackburn, out of business. May 4 at 2.30. County Court house, Blackburn.  
**Bates, Henry**, Duke st, St James's, Tailor. May 12 at 11. 33, Carey st, Lincoln's inn fields.  
**Bell, Robert**, Liverpool, Agent. May 5 at 3. Official Receiver, 35, Victoria st, Liverpool.  
**Belyea, Charles Allen**, Charles Allen Belyea, jun, and **George Albert Belyea**, Liverpool, Shipowners. May 7 at 12. Official Receiver, 35, Victoria st, Liverpool.



Brown, Thomas John, Amble, Northumberland, Innkeeper. May 5 at 11. Official Receiver, Pink lane, Newcastle on Tyne.  
 Bull, William Franklin, Swanses, Wine Merchant. May 3 at 2. Inns of Court Hotel, Holborn, London.  
 Campbell, John McGregor, Glengall rd, Old Kent rd, Coal Merchant. May 12 at 3. 33, Carey st, Lincoln's inn fields.  
 Clark, Joseph Richard, Wandsworth rd, Corn Chandler. May 10 at 11. 33, Carey st, Lincoln's inn fields.  
 Clarkson, George, Princes End, Staffordshire, Forge Roller. May 4 at 10.30. Official Receiver, Dudley.  
 Clegg, Josiah, Dewsbury, Yorks, Mill Foreman. Apr 30 at 4. Official Receiver, Bank chmbrs, Bailey.  
 Cocks, W. A., Florence rd, Finsbury Park, Corn Merchant. May 7 at 12. 33, Carey st, Lincoln's inn fields.  
 Colley, Thomas, Whitley, Northumberland, Grocer. May 4 at 3.15. Official Receiver, Pink lane, Newcastle on Tyne.  
 Daw, George Henry, Threadneedle st, Gun Manufacturer. May 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 De Buck, Catherine, Newcastle on Tyne, Dressmaker. May 5 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne.  
 Dixon, Alfred Dodgeham, and Sydney Dixon, Leeds, Cloth Manufacturers. May 7 at 3. St Andrew's chmbrs, 22, Park row, Leeds.  
 Eskell, Sarah, Hampton Wick, Widow. May 3 at 11. 28 and 29, St Swithin's lane.  
 Freedman, Barnett, Bristol, Picture Dealer. May 6 at 3. Official Receiver, Bank chmbrs, Bristol.  
 Grant, William Charles, Holmesdale rd, South Norwood, Grocer. May 6 at 12. Official Receiver, 109, Victoria st, Westminster.  
 Harrison, John, Castletford, Yorks, out of business. Apr 30 at 12. Station Hotel, Castletford.  
 Heptonstall, Joseph Henry, Leeds, out of business. May 5 at 11. St Andrew's chmbrs, 22, Park row, Leeds.  
 Herschell, Moritz, Liverpool, General Merchant. May 7 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Hewines, John Thomas, Walsall, Baker. May 3 at 11. Official Receiver, Bridge st, Walsall.  
 Hirst, Sydney Herbert, Beeston, nr Leeds, Woollen Manufacturer. May 10 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.  
 Jeffercuty, Henry, Huddlestons rd, Willeaden green, Milliner. May 6 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Joy, Charles Peck, Huddersfield, Riding Master. May 10 at 3. Official Receiver, New st, Huddersfield.  
 Kendall, Charles, Market Rasen, Lincolnshire, Builder. May 12 at 12. Official Receiver, 2, St. Benedict's sq, Lincoln.  
 Key, Aaron, Liverpool, Cattle Dealer. May 5 at 3.30. Official Receiver, 35, Victoria st, Liverpool.  
 Kilby, John Henry, Crystal Palace rd, East Dulwich, Solicitor. May 6 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Leach, Francis, Wandsworth rd, Carman. May 6 at 3. Official Receiver, 109, Victoria st, Westminster.  
 Longland, Charles Arthur, and Alfred Tomlins, High st, Wandsworth, Builders. May 10 at 3. Official Receiver, 109, Victoria st, Westminster.  
 Nicholls, William, Kidderminster, Bee-house Keeper. May 4 at 2.45. Messrs Miller and J J Corbet, Solicitors, Kidderminster.  
 Nugent, Sir Charles Wolesey, Staffordshire, Bart. May 5 at 1. County Court, Bank passage, Stafford.  
 Parks, John, Bristol, Draper. May 5 at 12.30. Gt Western Hotel, Paddington.  
 Prince, Samuel, Walsall, Grocer. May 3 at 10. Official Receiver, Bridge st, Walsall.  
 Prosser, Thomas James, Abersychan, Mon, Labourer. May 5 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon.  
 Reet, Stockdale, Beeston, Yorks, Farmer. May 4 at 12. Hull Incorporated L.A. Society, Lincoln's inn bldgs, Bowllalley lane, Hull.  
 Rose, John William, Stafford, Innkeeper. May 5 at 11.30. County Court, Bank passage, Stafford.  
 Satchell, Joseph, Lambeth walk, Lambeth, Oilman. May 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Smithard, Edward, Derby, out of business. Apr 30 at 2.30. Official Receiver, St James's chmbrs, Derby.  
 Stone, Arthur, Long Itchington, Warwickshire, Farm Manager. May 3 at 12. Edward Thomas Peirson, Official Receiver, 17, Hertford st, Coventry.  
 Taylor, Joseph, Bolton, Lancashire, Tin Plate Worker. May 5 at 11. 16, Wood st, Bolton.  
 Tucker, Frederick James Albert, Bristol, Grocer. May 6 at 3.30. Official Receiver, Bank chmbrs, Bristol.  
 Urch, Frank, Cheltenham, Commercial Traveller. May 1 at 10. County Court, Cheltenham.  
 Walter, Charles, Leeds, Woollen Merchant. May 7 at 11. Official Receiver, St. Andrew's chmbrs, 22, Park row, Leeds.  
 Walker, Thomas Frederick, Clarendon rd, Orickewood, Hendon, Builder. May 4 at 11. 28 and 29, St. Swithin's lane.  
 Weston, Thomas, Leek, Staffordshire, Tailor. May 3 at 11. Official Receiver, 23, King Edward st, Macclesfield.  
 Williams, Hugh, Llanberis, Carnarvonshire, General Dealer. May 10 at 11. Queen's Head, Vaie, Bangor.  
 Worsick, Richard, Elland, Yorks, Maltster. May 4 at 11. Official Receiver, Townhall chmbrs, Halifax.  
 Yates, Thomas, Birmingham, Boot Dealer. May 7 at 11. Luke Jesson Sharp, Official Receiver, Birmingham.

The following amended notice is substituted for that published in the London Gazette of Apr 16.  
 Atkins, John, Hucknall, Torkard, Nottinghamshire, Beerseller. Apr 30 at 12. Official Receiver, 1, High Pavement, Nottingham.

## ADJUDICATIONS.

Barnes, John, Lenton, Nottingham, Ironfounder. Nottingham. Pet Apr 1. Ord Apr 19.  
 Batchelor, William, Allenby rd, Forest Hill, Brickmaker. Greenwich. Pet Mar 21. Ord Apr 20.  
 Ferry, Enoch, Rankin st, Shepherd's Bush, Builder. High Court. Pet Mar 22. Ord Apr 19.  
 Bown, Charles Henry Cullerne, Hammersmith, Provision Merchant. High Court. Pet Apr 8. Ord Apr 19.  
 Brabant, Frederick, Liverpool, Tailor. Liverpool. Pet Apr 20. Ord Apr 20.  
 Brown, Thomas John, Amble, Northumberland, Innkeeper. Newcastle on Tyne. Pet Apr 30. Ord Apr 20.  
 Callow, Thomas, Bristol, Baker. Bristol. Pet Apr 14. Ord Apr 19.  
 Carton, John, Accrington, Lancashire, Clothier. Blackburn. Pet Apr 6. Ord Apr 21.  
 Churnley, John, The Brook, nr Liverpool, out of business. Liverpool. Pet Apr 15. Ord Apr 21.  
 Clarke, Amy, Hincley, Leicestershire, Draper. Leicester. Pet Apr 3. Ord Apr 20.  
 Clegg, Josiah, Dewsbury, Yorks, Mill Foreman. Dewsbury. Pet Apr 13. Ord Apr 21.  
 Colley, Thomas, Whitley, Northumberland, Grocer. Newcastle on Tyne. Pet Apr 6. Ord Apr 21.  
 Davies, Francis Arthur, Merthyr Tydfil, Chemist. Merthyr Tydfil. Pet Apr 6. Ord Apr 21.  
 Daykin, Charles Edward, Sheffield, Cabinet Case Maker. Sheffield. Pet Apr 16. Ord Apr 20.

Dixon, John, Skelton, Seed Merchant. Stockton on Tees and Middlesborough. Pet Mar 22. Ord Apr 17.  
 Edwards, James, Barrow in Furness, Lancashire, Boot Maker. Ulverston and Barrow in Furness. Pet Apr 12. Ord Apr 21.  
 Fletcher, John, Studley, Warwickshire, out of business. Birmingham. Pet Mar 22. Ord Apr 20.  
 Fox, Herbert, and William Richard Comben, Cromer, Norfolk, Grocers. Norwich. Pet Feb 24. Ord Apr 20.  
 Freedman, Barnett, Bristol, Picture Dealer. Bristol. Pet Apr 19. Ord Apr 21.  
 Furnell, John, Ardwick, Manchester, House Furnisher. Manchester. Pet Jan 30. Ord Apr 20.  
 Gore, William Henry, Hereford, Ropemaker. Hereford. Pet Apr 20. Ord Apr 21.  
 Henning, Emil, Fenchurch st, Restaurant Proprietor. High Court. Pet Feb 11. Ord Apr 19.  
 Heyden, Vander L., St Mary Axe, Clerk. High Court. Pet Jan 21. Ord Apr 21.  
 Heywood, Joseph, Moore, Cheshire, Wheelwright. Warrington. Pet Apr 6. Ord Apr 19.  
 Hilder, John, Lichfield rd, Kew gdns, no occupation. High Court. Pet Apr 14. Ord Apr 19.  
 Holt, John Lawrence, Burnham, Somerset, Plumber. Bridgwater. Pet Apr 2. Ord Apr 19.  
 Huntly, James Ballantine, Station rd, Forest Gate, Grocer. High Court. Pet Apr 14. Ord Apr 19.  
 James, Joseph, Bristol, Ironmonger. Bristol. Pet Apr 2. Ord Apr 19.  
 Joy, Charles Peck, Marsh, Huddersfield, Riding Master. Huddersfield. Pet Apr 19. Ord Apr 20.  
 Kenall, Charles, Market Rasen, Lincolnshire, Builder. Lincoln. Pet Apr 19. Ord Apr 19.  
 Lovell, Joseph Robert, Hook Norton, Oxfordshire, Farmer. Banbury. Pet Mar 13. Ord Apr 19.  
 Matthews, Henry, Hereford, Ostler. Hereford. Pet Apr 19. Ord Apr 19.  
 Mills, William, Fenton, Staffordshire, out of employment. Stoke on Trent and Loughton. Pet Apr 14. Ord Apr 19.  
 Moore, Edward, Wolverhampton, Baker. Wolverhampton. Pet Apr 16. Ord Apr 19.  
 Moore, Francis Joseph, Ashby rd, Essex rd, Islington, Commercial Clerk. High Court. Pet Mar 26. Ord Apr 19.  
 Mumford, William, Upper Rathbone pl, Oxford st, Provision Dealer. High Court. Pet Mar 26. Ord Apr 19.  
 Oakford, Henry, Nottingham, Box Manufacturer. Nottingham. Pet Mar 30. Ord Apr 19.  
 Oulton, James, Brompton, Yorks, Grocer. Scarborough. Pet Apr 6. Ord Apr 20.  
 Pellew, Richard Ball, Manchester, Furrier. Manchester. Pet Apr 17. Ord Apr 20.  
 Price, John Edward, Bedford place, Russell square, Journalist. High Court. Pet Mar 17. Ord Apr 21.  
 Prince, Samuel, Walsall, Staffordshire, Grocer. Walsall. Pet Apr 17. Ord Apr 20.  
 Pringle, Catherine Wilson, Hove, Sussex, Schoolmistress. Brighton. Pet Apr 19. Ord Apr 20.  
 Ratcliffe, Enoch, Woodchester, Gloucestershire, Farmer. Gloucester. Pet Apr 21. Ord Apr 21.  
 Ratcliff, Thomas Tillstone, Hemel Hempstead, Hertfordshire, Saddler. St. Albans. Pet Mar 30. Ord Apr 19.  
 Paxton, Henry, Bermondsey, Tanner. High Court. Pet Apr 13. Ord Apr 19.  
 Phillips, Henry, London st, Paddington, Railway Clerk. High Court. Pet Mar 30. Ord Apr 19.  
 Ramskill, Thomas, Sharlston, near Pontefract, Farmer. Wakefield. Pet Mar 20. Ord Apr 16.  
 Reed, Stockdale, Beeston, Yorks, Farmer. Kingston upon Hull. Pet Apr 13. Ord Apr 20.  
 Rodan, William, Wigan, Draper. Wigan. Pet Apr 7. Ord Apr 20.  
 Sheaf, Samuel, Southampton st, Camberwell, Timber Merchant. High Court. Pet Apr 8. Ord Apr 21.  
 Simpson, Henry, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet Mar 24. Ord Apr 19.  
 Stanley, John, Kirby in Ashfield, Nottinghamshire, Licensed Victualler. Nottingham. Pet Mar 31. Ord Apr 19.  
 Sufield, Frederick Walter, Briggate, Yorks, Toy Dealer. Leeds. Pet Mar 30. Ord Apr 20.  
 Sutherland, Horatio, Southampton row, Patent Medicine Vendor. High Court. Pet Jan 21. Ord Apr 19.  
 Taylor, Joseph, Bolton, Lancashire, Tin Plate Worker. Bolton. Pet Apr 21. Ord Apr 21.  
 Tyson, Joseph, Levens, Westmorland, Coachman. Kendal. Pet Apr 13. Ord Apr 21.  
 Urch, Frank, Cheltenham, Commercial Traveller. Cheltenham. Pet Apr 17. Ord Apr 21.  
 Vickers, Sarah, Nottingham, Licensed Victualler. Nottingham. Pet Mar 26. Ord Apr 19.  
 Wells, Edgar, Thorndon, Suffolk, Farmer. Ipswich. Pet Apr 16. Ord Apr 16.  
 Weston, Thomas, Leek, Staffordshire, Tailor. Macclesfield. Pet Apr 19. Ord Apr 19.  
 Whittier, William Steele, Bristol, Electrician. Bristol. Pet Apr 1. Ord Apr 21.  
 Withers, Henry Cooke, Norwich, Drysalter. Norwich. Pet Apr 12. Ord Apr 20.

## ADJUDICATION ANNULLLED.

Sadler, Samuel William Ralph, Addison ter, Notting hill, no occupation. High Court. Adjud Sept 20. Annual Apr 19.

TUESDAY, April 27, 1886.

## RECEIVING ORDERS.

Allen, Thomas, Landport, Hants, Brewer. Portsmouth. Pet Apr 8. Ord Apr 21. Exam May 31.  
 Barnes, Alfred, Eaton, Norfolk, Colliery Agent. Norwich. Pet Apr 22. Ord Apr 22. Exam May 13 at 12 at Shirehall, Norwich Castle.  
 Birch, William Frederick, Birmingham, Dentist. Birmingham. Pet Apr 22. Ord Apr 22. Exam May 21 at 2.  
 Brann, John, Comberton, Cambs., Farmer. Cambridge. Pet Apr 21. Ord Apr 21. Exam May 19 at 2.  
 Brownlow, William, North Somercotes, Lincolnshire, Farmer. Great Grimsby. Pet Apr 17. Ord Apr 19. Exam May 5 at 11 at Townhall, Grimsby.  
 Burnside, Robert John, Hayward's Heath, Sussex, Schoolmaster. Brighton. Pet Apr 21. Ord Apr 22. Exam May 13 at 11.  
 Clapp, William John, Nantyglo, Mon, Surgeon. Tredegar. Pet Mar 5. Ord Apr 22. Exam May 17 at 10.30 at County Court Office, Tredegar.  
 Condon, John, Ashton under Lyne, Grocer. Ashton under Lyne and Stalybridge. Pet Apr 22. Ord Apr 22. Exam May 6.  
 Dunkerley, John, Royton, Lancashire, Clogger. Oldham. Pet Apr 22. Ord Apr 22. Exam May 18 at 12.30.  
 Eaden, James Henry, and Henry James Cousens, Middle Hall, Hammersmith, Slate Merchants. High Court. Pet Apr 13. Ord Apr 22. Exam June 4 at 11.30 at 34, Lincoln's inn fields.  
 Gill, John Michael Ashton, Walthamstow, Schoolmaster. High Court. Pet Apr 19. Ord Apr 22. Exam May 23 at 2 at 34, Lincoln's inn fields.  
 Gray, William, Gt. Grimsby, Fish Merchant. Gt. Grimsby. Pet Apr 20. Ord Apr 20. Exam May 5 at 11 at Townhall, Grimsby.

Holmes, John, Morton on Swale, Yorks, Joiner. Northallerton. Pet Apr 21. Ord Apr 21. Exam May 10 at 11.30 at Court house, Northallerton.  
 Jones, David, Ystradgynodwg, Glamorganshire, Grocer. Pontypridd. Pet Apr 22. Ord Apr 22. Exam May 11 at 2.  
 Jones, John Oliver, Denman st, Surrey, Wholesale Tea Dealer. Liverpool. Pet Apr 17. Ord Apr 22. Exam May 10 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool.  
 Jones, Thomas Henry, Colwyn Bay, Denbighshire, Draper. Bangor. Pet Apr 22. Ord Apr 22. Exam May 13 at 11 at Court house, Bangor.  
 Lee, James, Nottingham, Coal Merchant. Nottingham. Pet Apr 22. Ord Apr 22. Exam May 18.  
 Poplewell, Thomas, Rochford, Essex, Baker. Chelmsford. Pet Apr 21. Ord Apr 21. Exam May 10 at 12 at Shirehall, Chelmsford.  
 Roberts, John Jones, Aberystwith, Cardiganshire, Clerk. Aberystwith. Pet Apr 22. Ord Apr 22. Exam May 7 at 1.15.  
 Robinson, Jasper, Bradford, Machine Wool Comb Manufacturer. Bradford. Pet Apr 22. Ord Apr 22. Exam May 11.  
 Rouke, John, Leeds, Boot Dealer. Leeds. Pet Apr 22. Ord Apr 22. Exam May 18 at 11.  
 Silcock, William Flowerday, Pelham rd, South Wimbledon, Victualler. High Court. Pet Apr 21. Ord Apr 22. Exam June 1 at 11 at 34, Lincoln's inn fields.  
 Steward, Aled, Elland, Yorks, Greengrocer. Halifax. Pet Apr 20. Ord Apr 22. Exam May 10.  
 Strong, Robert Dundas, Coningham rd, Shepherd's Bush, no occupation. High Court. Pet Apr 21. Ord Apr 21. Exam June 1 at 11 at 34, Lincoln's inn fields.  
 Wallis, Arthur Gray, Birmingham. Birmingham. Pet Apr 22. Ord Apr 22. Exam May 20 at 2.  
 Weststead, Harry, Wimborne, Dorset, Cabinet Maker. Poole. Pet Apr 22. Ord Apr 22. Exam May 12 at 12.15 at Townhall, Poole.  
 Whiting, Edward Bell, and Charles William Pater, Fleetwood, Lancashire, Coal Merchants, East Stonehouse. Pet Apr 5. Ord Apr 22. Exam May 24 at 11.  
 Wood, Isaac, Worship st, Zinc Worker. High Court. Pet Apr 3. Ord Apr 22. Exam June 1 at 12.30 at 34, Lincoln's inn fields.

## FIRST MEETINGS.

Al'en, Thomas, Landport, Hampshire, Brewer. May 5 at 12. Official Receiver, 166, Queen st, Portsea.  
 Barnes, Alfred, Eaton, Norfolk, Colliery Agent. May 5 at 1. Auction Mart, Tokenhouse yard.  
 Bennett, John, Comberton, Cambridgeshire, Farmer. May 5 at 12. Official Receiver, 5, Petty Cury, C-mbridge.  
 Brownlow, William, North Somercotes, Lincolnshire, Farmer. May 6 at 11. King's Head Hotel, Louth.  
 Gilder, James, and George Chapman, King's Lynn, Engineers. May 14 at 10. Court house, King's Lynn.  
 Gray, William, Great Grimsby, Fish Merchant. May 5 at 2. Official Receiver, 3 Haven st, Great Grimsby.  
 Johnson, John Foster, Kirkburton, nr Huddersfield, Solicitor. May 14 at 3. Official Receiver, New st, Huddersfield.  
 Fellow, Richard Ball, Heaton Moor, Lancashire, Furrier. May 7 at 3. Official Receiver, Ordens's chambers, Bridge st, Manchester.  
 Poplewell, Thomas, Rochford, Essex, Baker. May 4 at 12. County Court, Rochford.  
 Steward, Aled, Elland, Yorks, Greengrocer. May 6 at 11. Official Receiver, Townhall chambers, Halifax.

## ADJUDICATIONS.

Anty, Henry, Dewsbury, Yorkshire, Grocer. Dewsbury. Pet Apr 14. Ord Apr 22.  
 Beckerleg, Arthur James, jun., Redruth, Cornwall, Baker. Truro. Pet Apr 20. Ord Apr 24.  
 Blackwell, Alfred, Drayton Park, Holloway, Dairyman. High Court. Pet Apr 21. Ord Apr 22.  
 Brownlow, William, North Somercotes, Lincolnshire, Farmer. Great Grimsby. Pet Apr 17. Ord Apr 21.

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## PARCHMENT AND LEGAL PAPERS

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Clarke, Thomas, Darfield, Grocer. Barnsley. Pet Apr 2. Ord Apr 22.  
 Gardner, Thomas Rosser, Penarth, Glamorganshire, Grocer. Cardiff. Pet Apr 3. Ord Apr 22.  
 Gray, William, Great Grimsby, Fish Merchant. Great Grimsby. Pet Apr 20. Ord Apr 21.  
 Howell, Henry, Wrexham, Gasfitter. Wrexham. Pet Apr 14. Ord Apr 20.  
 Johnson, John Foster, Kirkburton, nr Huddersfield, Solicitor. Huddersfield. Pet Apr 20. Ord Apr 22.  
 Le Tellier, Joseph, Aston, Warwickshire, Warehouseman. Birmingham. Pet Apr 20. Ord Apr 22.  
 Munday, Thomas, Preston, Lanes, Joiner. Preston. Pet Mar 20. Ord Apr 22.  
 Pullen, James, Falmouth, Nurseryman. Truro. Pet Apr 20. Ord Apr 22.  
 Raudall, T. Cambridge pl. Praed st, Paddington, Builder. High Court. Pet Apr 3. Ord Apr 22.  
 Roberts, John Jones, Aberystwith, Cardiganshire, Clerk. Aberystwith. Pet Apr 22. Ord Apr 22.  
 Robinson, Jasper, Bradford, Machine Wool Comb Maker. Bradford. Pet Apr 22. Ord Apr 22.  
 Robson, Thomas, Royton, Lanes, late Innkeeper. Oldham. Pet Apr 12. Ord Apr 22.  
 Shapley, John, Newton Abbott, Devonshire, Gentleman. Exeter. Pet Mar 15. Ord Apr 22.  
 Silcock, William Flowerday, Pelham rd, South Wimbledon, Victualler. High Court. Pet Apr 21. Ord Apr 22.  
 Smith, Henry James, sen., Strensham, nr Pershore, Worcestershire, Farmer. Worcester. Pet Mar 30. Ord Apr 19.  
 Steward, Aled, Elland, Yorkshire, Greengrocer. Halifax. Pet Apr 20. Ord Apr 22.  
 Symonds, John Edmund, Beccles, Suffolk, Builder. Great Yarmouth. Pet Apr 3. Ord Apr 22.  
 Tucker, Frederick James Albert, Bristol, Grocer. Bristol. Pet Apr 19. Ord Apr 22.  
 West, Alfred, Rydings, Birstal, Yorkshire, Coal Master. Dewsbury. Pet Mar 31. Ord Apr 22.

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